

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

CASE NO. V 12-5110

VARIANCE

ELLEN JACOBS, APPLICANT

ORDER

THIS MATTER came before the Board of County Commissioners (hereinafter referred to as "the BCC") for hearing on November 12, 2013 on the Application of Ellen Jacobs (hereinafter referred to as "the Applicant") for a variance of Article III, Section 10 (Lot Size Requirements) of the Land Development Code to allow two dwelling units on 2.29 acres. The BCC, having reviewed the Application and supplemental materials, staff reports and having conducted a public hearing on the request, finds that the Application is well-taken and should be granted, and makes the following findings of fact and conclusions of law:

1. The Applicant requests a variance of Article III, Section 10 (Lot Size Requirements) of the Land Development Code to allow two dwelling units on 2.29 acres.
2. Article III, Section 10, which governs development of the subject property, imposes a minimum lot size of 12.5 acres per dwelling.
3. Article II, Section 3.1 of the Code states that where in the case of a proposed development it can be shown that strict compliance with the requirements of the Code would result in extraordinary hardship to the Applicant because of unusual topography or

other such non-self-inflicted conditions or that these conditions would result in inhibiting the achievement of the purposes of the Code, an Applicant may file a written request for a variance. It further states that the BCC may vary, modify or waive the requirements of the Code upon adequate proof that compliance with the Code provision at issue will result in an arbitrary and unreasonable taking of the property or exact hardship, and proof that the variance from the Code will not result in conditions injurious to health or safety. Section 3.1 provides that in no event shall a variance be granted by the BCC if by doing so the purpose of the Code will be nullified. Additionally, it states that in no case shall any variation or modification be more than a minimum easing of the requirements.

4. The property is located at 55 Camerada Loop, within Section 10, Township 15 North, Range 9 East ("Property").

5. Three dwelling units have occupied the property since the early 1980s, including the duplex and an accessory structure with a kitchen and bathroom. The accessory structure used to function as a third dwelling unit but was permanently converted into an accessory structure following code enforcement's commencement of criminal proceedings in Magistrate Court.

6. Applicant relied on her contractor's assurance that the duplex was allowed by the Santa Fe County Land Development Code. The house was built in order to house Applicant and her elderly mother. Applicant now needs an on-site caretaker for herself.

7. John Hays, attorney for the Eldorado Community Improvement Association, Bill Donohue, President of the Eldorado Community Improvement Association, and area

resident Lacy Keil spoke in opposition to the Application, requesting that only one dwelling unit be permitted on the property.

8. Karl Sommers, Attorney for Ellen Jacobs spoke in favor of the Application.

9. Staff recommended denial of the Application, and recommended imposition of the following conditions if the Application were approved:

A. Water use shall be restricted to 0.50 acre feet per year per home. A water meter shall be installed for each residence. Annual water meter readings shall be submitted to the Land Use Administrator by January 1st of each year. Water restrictions shall be recorded in the County Clerk's Office.

B. The Applicant must obtain a development permit from the Building and Development Services Department for the second dwelling unit and the accessory structure.

C. The Applicant shall provide a liquid waste permit from the New Mexico Environment Department with development permit Application.

D. The placement of additional dwelling units or further division of land is prohibited on the property.

E. The Applicant shall comply with all Fire Prevention Division requirements.

10. The Applicant consented to staff's proposed conditions.

11. Strict compliance with the requirements of the Code would result in extraordinary hardship to the Applicant.

12. The granting of the requested variance is a minimal easing of the Code requirements.

13. Granting this variance request will not nullify the purpose of the Code.

WHEREFORE the Board of County Commissioners of Santa Fe County hereby approves the request for a variance of Article III, Section 10 (Lot Size Requirements) of the Code to allow two dwelling units on 2.29 acres located at 55 Camerada Loop subject to the conditions as stated in Paragraph 9.

IT IS SO ORDERED

This Order was approved by the Board of County Commissioners of Santa Fe County on this ____ day of _____, 2014.

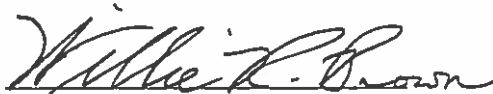
By: _____

Daniel W. Mayfield, Chair

Attest:

Geraldine Salazar, County Clerk

Approved as to form:



for: Stephen C. Ross, County Attorney

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7. Public Hearings

- a. CDRC Case # V 13-5110 Ellen Jacobs Variance. Ellen Jacobs, Applicant, Joseph Karnes Agent, Requests a Variance of Article III, Section 10 (Lot Size Requirements) of the Land Development Code to Allow Two Dwelling Units on 2.29 Acres. The Property is Located at 55 Camerada Loop, in the Vicinity of Eldorado, within Section 10, Township 15 North, Range 9 East (Commission District 5)

JOHN LOVATO (Case Manager): Thank you, Madam Chair. The subject property is located in the Eldorado at Santa Fe Subdivision and is within the Basin Fringe Hydrologic Zone where the minimum lots size is 12.5 acres per dwelling unit. Code Enforcement received a complaint regarding multiple dwelling units on the property. On November 18, 2011 Code Enforcement conducted an inspection and issued a Notice of Violation for exceeding density requirements. Since that time, the kitchen has been removed from the detached structure and the structure has been brought back into compliance as a studio. However, located on the property is a duplex which does not meet code requirements and the property is exceeding density.

The Applicant states, all the structures were constructed in the early 1980s so she could provide care for her mother who lived in the main residence. The Applicant further states, she relied on her contractor who advised her that the duplex was allowed by Code. Furthermore, the Applicant states that she anticipates being in need of the same type of care and plans to have a caretaker live in the main house while she continues to live in the attached unit.

The Applicant's agent states that strict compliance with the requirements of the Code would result in extraordinary hardship for the Applicant, particularly given that the attached unit has existed on the subject property for over 20 years.

On June 20, 2013, the CDRC met and acted on this case, the decision of the CDRC was to recommend denial of the Applicant's request by a 6-0 vote.

On August 13, 2013 the Board of County Commissioners tabled this case while the Applicant met with the Eldorado Community Improvement Association. The Applicant received a letter of denial from the Eldorado Community Improvement Association's Attorney stating that the proposal did not comply with the ECIA's private covenants.

Growth Management staff have reviewed this Application for compliance with pertinent Code requirements and find the project is not in compliance with County criteria for this type of request.

Staff recommend denial of a variance from Article III, §10 the Land Development Code. If the decision of the BCC is to approve the Applicant's request, staff recommends imposition of the following conditions. Madam Chair, may I enter those conditions into the record?

CHAIR HOLIAN: Yes, you may.

[The conditions are as follows:]

1. Water use shall be restricted to 0.25 acre-feet per year per home. A water meter shall be installed for each residence. Annual water meter readings shall be

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- submitted to the Land Use Administrator by January 1st of each year. Water restrictions shall be recorded in the County Clerk's Office (As per Article III, § 10.2.2 and Ordinance No. 2002-13).
2. The Applicant must obtain a development permit from the Building and Development Services Department for the additional dwelling unit. (As per Article II, § 2).
 3. The Applicant shall provide an updated liquid waste permit from the New Mexico Environment Department with the Development Permit Application (As per Article III, § 2.4.1a.1 (a) (iv)).
 4. The placement of additional dwelling units or Division of land is prohibited on the property. (As per Article III, § 10).
 5. The Applicant shall comply with all Fire Prevention Division requirements at time of Development Permit Application (As per 1997 Fire Code and NFPA Life Safety Code).

MR. LOVATO: I stand for any questions.

CHAIR HOLIAN: Any questions for staff? Seeing none, is the applicant here? Please state your name and address for the record.

KARL SOMMER: Madam Chair, my name is Karl Sommer and my address is Post Office Box 2476, Santa Fe, New Mexico 87504. I represent Ms. Barbara Ellen Jacobs who is not here tonight and I'll explain why. I'd like to briefly go through the history of this property, the problems that Ms. Jacobs faces and propose to you why this is a solution that the Board has found acceptable in innumerable cases in as much as last month approved a similar request.

I recognize that every case is unique, however, and that you have to consider this case on its merits. Ms. Jacobs bought this property in the early 1980s just after the Eldorado Subdivision was recorded. The Board will remember that the Eldorado Subdivision was practically pre-code, didn't meet the requirements of the County but it met the requirements of the State and it was recorded and there was a challenge to it and it was approved.

Ms. Jacobs, at that time her mother – she is currently in her late 80's. She is suffering from the early signs of dementia and she's not here tonight for that reason. She has two daughters, one lives in California and one lives in New York State, in New York City. They are unable to be here to care for her. The property has on it a main structure which as staff has indicated to you has two kitchens in the main structure. That was built like that and modified in the earlier eighties. Ms. Jacobs modified the house for that purpose to take care of her mother. Her mother has since passed away. Ms. Jacobs also built a studio on the property and in that studio there was a kitchen and a bathroom. So when this whole case started there was the house that has the attached duplex that Ms. Jacobs lives in and then the studio which actually qualified under the code as a dwelling.

Ms. Jacobs disabled the studio and that's been confirmed by staff, as a result of the action that's been brought. There is pending against this elderly woman a criminal complaint in the magistrate court here in this county. Ms. Jacobs is in need of assistance to live as independently as she can though she's beginning to suffer from dementia. She can maintain herself in this main structure and her daughters have arranged for and will

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continue until feasible the occupancy of the other portion of the residence, which is actually a dwelling, by somebody who can assist and care for her, or assist in her care.

So what is the hardship in this case? The hardship is that this house was built for really kind of a mother-in-law's quarters but now it is actually needed to make sure that Ms. Jacobs has somebody living close by so that in the event that she has a problem or needs assistance there is somebody there.

The neighborhood association points out in their letter that there are covenants against two dwelling units on this property and that it doesn't comply with the covenants. As this Board knows you don't take into account what the neighborhood covenants are because they are private contracts between individual parties. What is at issue here is whether or not this Board's standard for a variance to the density requirements meets the County code requirements and I think that this kind of hardship has been recognized over and over by this Board.

Ms. Jacobs has already disabled the one unit that affects the value of the property now. I'm not saying that she deserves sympathy for the decline in the value of her property because that unit was illegal but she is in need physically of the assistance of somebody on that property. This property is constructed and built to accommodate that. So with that, I would stand for any questions you might have.

CHAIR HOLIAN: Any questions for Mr. Sommer? Commissioner Stefanics.

COMMISSIONER STEFANICS: Madam Chair, Mr. Sommer, how long has she lived there? How many years?

MR. SOMMER: The structure that she lives in has been there since 1983 I believe, or 1984. She's lived in it continuously since that time. It was modified sometime between 1983 and the end of the eighties to allow for these quarters for her mother to live in. I don't know when because there was no permit pulled for that particular work that we could find; it goes back so far.

COMMISSIONER STEFANICS: So, Madam Chair, Mr. Sommer, you're saying that she did build the property.

MR. SOMMER: She did.

COMMISSIONER STEFANICS: Thank you very much.

CHAIR HOLIAN: Yes, Commissioner Mayfield.

COMMISSIONER MAYFIELD: Thank you, Madam Chair, Mr. Sommer. So are there two properties or three properties?

MR. SOMMER: There's one lot with two structures. One is the studio now that doesn't have a kitchen and the other structure is a main structure and it's got two kitchens in it.

COMMISSIONER MAYFIELD: So Madam Chair, Mr. Sommer, the studio – so what's in the studio?

MR. SOMMER: It's just like an artist's studio you might have, so it has a bathroom in it but no kitchen, which has been disabled. They poured concrete down the drains.

COMMISSIONER MAYFIELD: So that's not rented out to a third party.

MR. SOMMER: It's not rented out and it doesn't have habitable space.

COMMISSIONER MAYFIELD: Okay, great. Thank you.

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CHAIR HOLIAN: Mr. Sommer, is there any reason why the kitchen in the addition couldn't be disabled and that whoever lives in that addition then uses the kitchen in the main house?

MR. SOMMER: Just the living circumstances of Ms. Jacob is that she can live fairly independently if somebody is close by. That's the arrangement that she has set up in the building, but to answer your question directly, is there anything to prohibit it, other than she would have to have somebody who she paid to live with her rather than have somebody who lived next door that she didn't have to pay to live with her.

CHAIR HOLIAN: I see. Any further questions?

COMMISSIONER MAYFIELD: I have one more, Madam Chair.

CHAIR HOLIAN: Yes, Commissioner Mayfield.

COMMISSIONER MAYFIELD: Madam Chair, Mr. Ross, or Penny, in our new accessory dwelling structure in the code are we going to allow it to be I guess -- I know it's separate and distinct but does the code address it being an attached fixed structure, maybe with a common door?

MR. ROSS: Madam Chair, Commissioner Mayfield, Penny's really the expert on the accessory dwelling unit rules. She has them right here.

COMMISSIONER MAYFIELD: Could there be a common wall? Let me ask that a different way?

MS. ELLIS GREEN: Madam Chair, Commissioner Mayfield, I don't believe it says it has to be attached or detached. There's a size on it.

COMMISSIONER MAYFIELD: That's fine. Thank you. And then let me ask another question. A home permit, is there anything that indicates somebody can have two kitchens in their home.

CHAIR HOLIAN: John, do you have an answer to that?

MR. LOVATO: Madam Chair, Commissioner Mayfield, it states as dwellings that it has a kitchen and a bathroom that constitutes a dwelling. It doesn't state with two kitchens. It's not really clear on it. But it's staff's understanding and staff's position that we have been taking them forward the same way.

COMMISSIONER MAYFIELD: Okay. I do that some folks have a pleasing, aesthetic-looking kitchen for when they have guests and they have a more used kitchen that they just get a little dirtier in the back of their house. So they could still have that. Thank you. I think that's all I have. Madam Chair, I know, and Mr. Sommer did bring up that each case is distinct and separate but I do know that this Commission has approved similar situations in the past where we haven't even asked that people put cement down some of their pipes, but I'll just leave that. Thank you. That's all I have, Madam Chair.

CHAIR HOLIAN: This is a public hearing. Is there anyone here from the public who would like to speak on this case, either in favor or in opposition? Please come forward. Can I have a show of hands? Please come forward, and before you speak, please state your name and address for the record and be sworn in if you're not an attorney.

JOHN HAYS: My name is John Hays, 530-B Harkle Road, Santa Fe, New Mexico, 87505. I'm the attorney for the Eldorado Community Improvement Association.

CHAIR HOLIAN: Please proceed.

MR. HAYS: The association is opposed to the grant of the variance, not based on the covenants but based on the provisions of the County ordinances and New

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Mexico law. Simply put, the ordinance and New Mexico law does not allow the granting of a variance that runs with the land based on financial or medical reasons and grants of variances on those bases have actually been overturned by the courts. The ordinance section provides that when in the case of proposed development it can be shown that strict compliance with the requirements of the code would result in extraordinary hardship to the application, and then it says because of unusual topography or other such non-self-inflicted condition the applicant may request a variance.

So there has to be a difference between the property and other similar properties that would result – that would deprive the property owner of a reasonable return on their property. And an example would be if you had a one-acre minimum lot size and the lot was .95 acres, that would be an appropriate situation for a variance, or if because of the lot you couldn't meet the setback requirements. But here we're talking about a problem or an issue that is personal to the applicant and you can't just grant a variance to this person for their particular situation because variances run with the land, and again this has been – that's what the ordinance says and that's what New Mexico case law says. And the staff's report itself says variance criteria do not consider financial or medical reasons as extraordinary hardships.

And what this would result in here is we already have a 12.5-acre minimum lot size. This lot is 2.29 acres which is 20 percent of the minimum. If we were to add another two dwellings it would be one dwelling for 1.15 acres, so you're down to 10 percent of the minimum lot size. So it's not a minor variance; it's a significant variance. This dwelling is a single-family residence, or is intended to be, the same as the rest of Eldorado. There's no special financial hardship here. And I would note, as Mr. Sommer pointed out there have been two – I don't know if the word illegal is too strong but two units that violate the code for 20 or 30 years here, so the property has actually been getting a special benefit that other properties have not been allowed for a period of time.

At one time there were three units. Now we're down to two, and again, I don't think it's a matter of having a separate, second kitchen. You've got two separate dwelling units, and the code just simply doesn't allow that, especially on this small a lot.

Again, the association is not unsympathetic to Ms. Jacobs' personal needs, but as Madam Chair pointed out, there's no reason why she couldn't have a caretaker staying with her with only one kitchen. And if you're going to balance the equities or the important issues here, are you going to increase the density on the lot or are you going to require that Ms. Jacobs, if she needs a caretaker, she can have a caretaker live with her there just can't be a separate kitchen. There has to be a shared kitchen. That doesn't seem like an extraordinary hardship and if you do grant variances for these kind of situations you set a precedent that other people are going to be coming in and it has been an issue in Eldorado. It's something the association pursues under its own covenants, but again, this is a single-family residential community and if people are going to start building casitas or guesthouses with separate dwelling units, that's going to become a problem and an ongoing issue. So I think you risk setting a precedent here and I think Ms. Jacobs can have her needs met without granting a permanent variance that runs with the land and when she sells the property or whatever it's going to go to the next owner who is not going to have those needs, and that's why the law generally does not allow variances for specific situations.

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William Donahue is here who is the general manager of the association and he has a brief statement he would like to read into the record. Unless you have questions for me.

CHAIR HOLIAN: Any questions? Thank you, Mr. Hays. Mr. Donahue.

WILLIAM DONAHUE: Hello, Madam Chair, Commissioners. My name is Bill Donahue, general manager of the Eldorado Community Improvement Association.

[Duly sworn, William Donahue testified as follows:]

MR. DONAHUE: William Donahue, 6 Azzziro Place, Santa Fe, New Mexico, 87508. I'm going to read a letter. Our board president was here but he needed to go to another engagement, so I'm going to read a letter from him if I may. *[Exhibit ???]*

Regarding the Jacobs' variance request: Good evening, ladies and gentlemen. My name is Dag Ryen and I live at 6 Encantada Circle in Eldorado in Santa Fe County. I am currently president of the board of director of the Eldorado Community Improvement Association. We ask that you turn down this request. We sympathize with medical and logistical difficulties that Ms. Jacobs faces but we would suggest that there are other options that might better suit her needs and in the final analysis, as we understand it, she would still have a caretaker living with her so long as there remains only one kitchen in the house.

Ours is a single-family community. To allow this variance would undermine the nature of the community we have tried so hard to build and would open the door to increased density throughout the neighborhoods in the US 285 Corridor. We work very hard to enforce our covenants in Eldorado and we hope that you will show equal diligence in enforcing your zoning code and density requirements. These rules are imposed to prevent additional buildings on our already limited water resources, transportation infrastructure and emergency services. Those broader community needs should take precedence. Thank you.

CHAIR HOLIAN: Thank you, Mr. Donahue. Please come forward, be sworn in and state your name and address for the record please.

[Duly sworn, Lacy Keil testified as follows:]

LACY KEIL: Lacy Keil, 57 Camerada Loop. I'm the only directly adjacent property owner to Ellen. I've lived there since 1994. I know for a fact she's been renting those two other properties, all of the time I've been there and previous to that as I accidentally called one time when I was looking for a place to stay closer to our construction project. During that time we have had a number of extra cars going back and forth. We've had extra water use. Our well is only 50 feet from her. I've lost 14 foot in depth already.

She only stopped renting when this issue came up, after which the smaller unit, which I believe was built as a garage to meet the ECIA covenants originally, that was closed down. That was the one that had the sink filled with concrete. I've been in the other units because I like to know my neighbors. Ellen hasn't been a very friendly neighbor but I've made an attempt to know the other people that live adjacent to me. I think it's valuable and appropriate. There have been a number of them. I found the dog tag to the most recent one in my garden just last week.

I think it's a really bad idea to break that into two properties or to allow for two units to be there, if that's the case. Of course then I could do the same and that would be a lovely situation for me. I could use the income. She's been living off the income all these years and that's her business. I wasn't in charge of it. I did finally get up screaming to

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cover all of the extra utility separations that are actually on the easement that exists on my property, being as she put her driveway right on the property line. None of those extra utilities had to be there or could be in the middle of her driveway. I've had fights with her over her renters wanting to have cable TV and her not allowing that cable to be buried on her property. She didn't want it buried at all. Finally we did even though, because it was on my property.

I know she needs help. One of the renters several years back – I happened over there because I needed to speak with her about something. I had missed her. I had missed encountering her because she had gone to Mexico the day before or that very day. I'm not sure which. But we happened to go over there and I met her coming out of her place. She had left the gas on her stove. It's a good thing she had someone there to discover that fact. But it's clear to me that she needs somebody around that's looking after her. I don't see the need for it to be separable into two units. It seems to me that she could open the door or open the wall or get rid of an extra stove and refrigerator and maybe turn it into a bar sink.

She certainly needs to have someone there looking out for her, but I do not see the need for a separate unit. Are there any questions?

CHAIR HOLIAN: Thank you, Ms. Keil. Is there anyone else from the public who would like to speak? The public hearing is now closed. Mr. Sommer.

MR. SOMMER: If I may address just a couple of the comments that have been made. Members of the Board, you had read to you a letter from the board present and he urged you, I can't quote exactly but he said I urge you to be as diligent as we have been in enforcing our covenants and you should deny her application. You heard here tonight that this structure has been here more than 20 years. The woman that just spoke built in 1994. All of this time they had covenants. All this time they were building their community. All this time they could file a lawsuit on their covenants saying your use, which we know about, is illegal.

They didn't do that. That is not the diligent enforcement of their community covenants. And I submit to you tonight that the reason that they're here asking you to deny a variance which is very, very similar to others that you've granted on very similar health considerations, because they haven't enforced their covenants and they can't against Ms. Jacobs. So I would ask that you take that into account, that they have sat on their rights for many, many, many years and now Ms. Jacobs is in a position where she actually needs that assistance. That's all I'd like to say. I'd stand for any questions you might have.

CHAIR HOLIAN: Thank you, Mr. Sommer. Are there any more questions for staff or Mr. Sommer? Commissioner Mayfield.

COMMISSIONER MAYFIELD: Madam Chair, this question is for staff. One Exhibit 7, help me with this map. Where is this personal ad on Exhibit 7??? I guess page 26, Commissioner. The one that I kind of pulled out of the evidence.

MR. LOVATO: Madam Chair, Commissioner Mayfield, it is 55. It is had 2.29 acres and is on the –

COMMISSIONER MAYFIELD: Because on Exhibit 25 I'm looking at the one prior to it, Exhibit 6, I'm sorry. It says 1.29 – oh, I'm sorry. It's 2.29 here. Okay. So there it is. So let me just ask – I'm going to ask another question. I ask a lot of questions. So in the Eldorado area are there any covenants on the size of homes? There's

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some pretty large homes over here on this other tract. So do the covenants have restrictions on the size of a home?

MR. LOVATO: Madam Chair, Commissioner Mayfield, I don't know anything about the private covenants that they have. Perhaps one of their members can answer that question better.

CHAIR HOLIAN: Commissioner Mayfield, would you like to ask that of the homeowners association? The attorney for the homeowners association perhaps could answer that.

COMMISSIONER MAYFIELD: [inaudible] If I look at this aerial, these other homes over here are pretty large in size compared to what I'm looking at on this 2.29 acres here.

MR. HAYS: There is a minimum dwelling size, not a maximum, but the covenants do allow only one single-family dwelling. And I would just state for the record that when the association does become aware of violations they do pursue them. It's generally a complaint-based system and checking with Mr. Donahue, until this recent episode the association had not received complaints from any neighbors about this and again, from the exterior, it's difficult to tell whether it's a house or a large house or a house with an attached guesthouse. So I would just say as far as I'm aware, the association has not sat on its rights. It did not become aware of the situation until recently.

CHAIR HOLIAN: Thank you, Madam Chair. Any further questions, Commissioner?

COMMISSIONER MAYFIELD: Well, Madam Chair, I guess my last question is in this area, I did hear earlier in the testimony that it was 15 acres minimum? That's current?

MR. LOVATO: Madam Chair, Commissioner Mayfield, it is 12.5 acres.

COMMISSIONER MAYFIELD: Okay, but looking at this plat that is on Exhibit 7 everything looks like it is a little smaller than arguably two acres, minus a couple of the pieces of property that – the one that we're talking about right now but all these other homes around here are 1.37, 1.21.

MR. LOVATO: Madam Chair, Commissioner Mayfield, this is a legal non-conforming subdivision that as created in 1979 and approved by the Board of County Commissioners.

COMMISSIONER MAYFIELD: Other than that, it's pre-code.

MR. LOVATO: It's pre-code.

COMMISSIONER MAYFIELD: 1983, right?

MR. LOVATO: It was 1979.

COMMISSIONER MAYFIELD: Okay. Madam Chair, thank you. That's all I have. Thank you.

CHAIR HOLIAN: What are the wishes of the Board?

COMMISSIONER MAYFIELD: Madam Chair, I'm going to move for approval with staff's conditions.

COMMISSIONER ANAYA: Second.

CHAIR HOLIAN: Okay. I have a motion and a second for approval of CDRC Case V 13-5110, Ellen Jacobs Variance.

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The motion passed by majority [3-2] voice vote with Commissioners Anaya, Chavez and Mayfield voting in favor and Commissioners Stefanics and Holian voting against.



Daniel "Danny" Mayfield
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Katherine Miller
County Manager

MEMORANDUM

To: Santa Fe County Board of County Commissioners

From: Teresa C. Martinez, Finance Division Director

Via: Katherine Miller, County Manager

Date: December 30, 2013

Re: Request Authorization Of The Use Of District 3 Capital Funds, Per Capital Outlay Policy, Allocating \$4,900 For The Purchase of Furniture For The Sheriff's Office Staff At The County's Edgewood Fire Station. (Finance/Teresa Martinez)

BACKGROUND

The Board of County Commissioners previously reviewed and approved the Capital Improvement Plan. The Plan allocated \$200,000 to each commission district to be used for capital projects within each respective district.

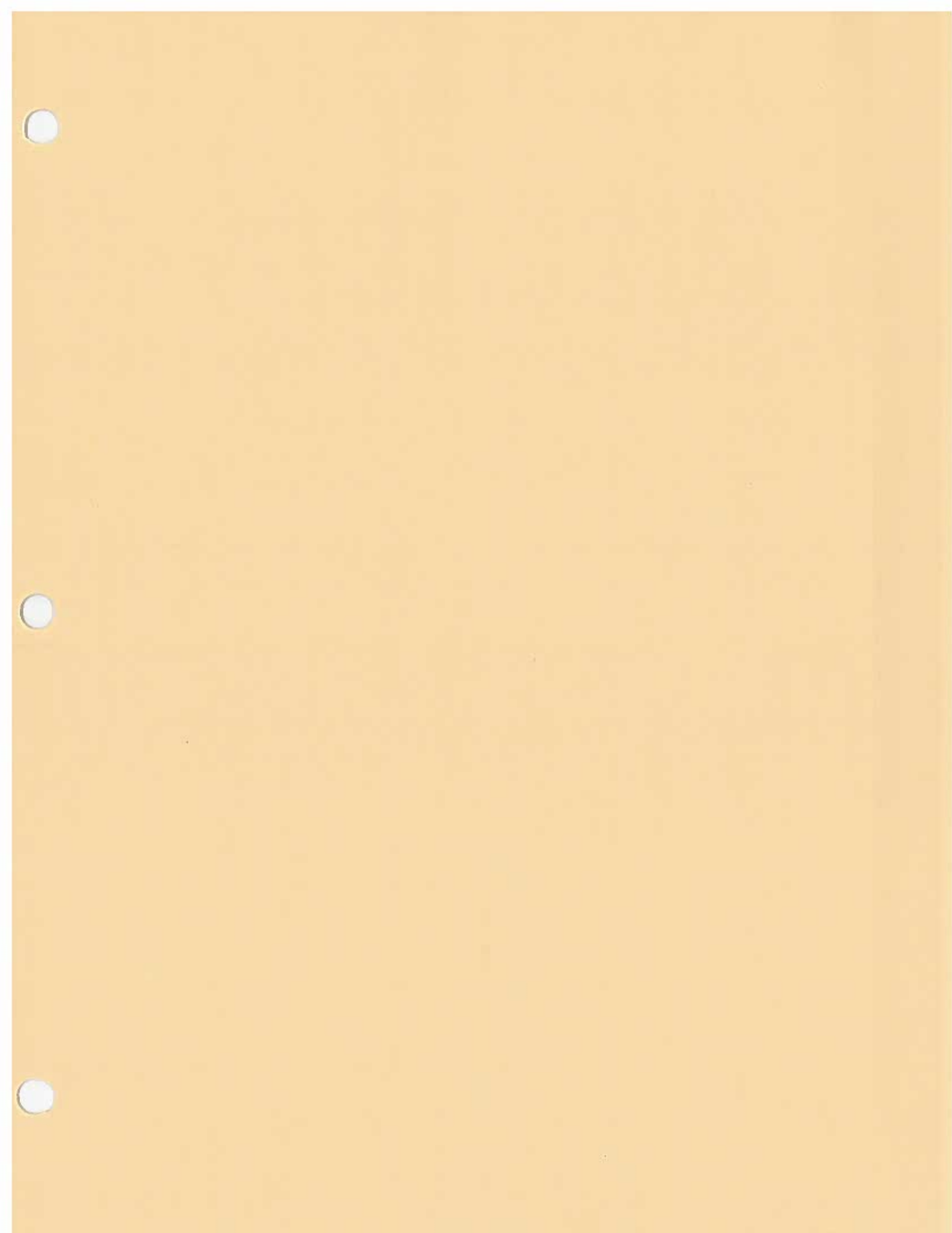
ISSUE

In FY 2014, the funds were directly budgeted into a unique cost center for each commission district. The budget established includes the annual allocation of \$200,000 and the carryover of any unspent funds from the previous fiscal year. The Finance Division will continue to maintain a separate spreadsheet that details each capital project by commission district.

SUMMARY

The Finance Department is requesting funding for the purchase and installation of office furniture to be located at the Santa Fe County Edgewood Fire Station and used by the staff of the Sheriff's Office. The total funding request is \$4,900.00 and is to be funded via district allocated funds for District 3.

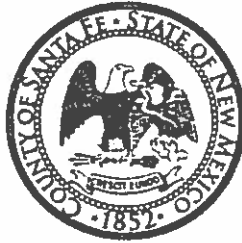
The Finance Department requests BCC authorization for the use of District 3 capital funds in the amount of \$4,900.00 for the furniture.



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Katherine Miller
County Manager

MEMORANDUM

To: Santa Fe County Board of County Commissioners

From: Teresa C. Martinez, Finance Division Director *TCM*

Via: Katherine Miller, County Manager *KM*

Date: December 20, 2013

Re: Request Authorization Of The Use Of District 4 and 5 Capital Funds, Per Capital Outlay Policy, Allocating \$80,000 For The Installation Of A Utilities Trailer Located At The Public Works Facility. (Finance/Teresa Martinez)

BACKGROUND

The Board of County Commissioners previously reviewed and approved the Capital Improvement Plan. The Plan allocated \$200,000 to each commission district to be used for capital projects within each respective district.

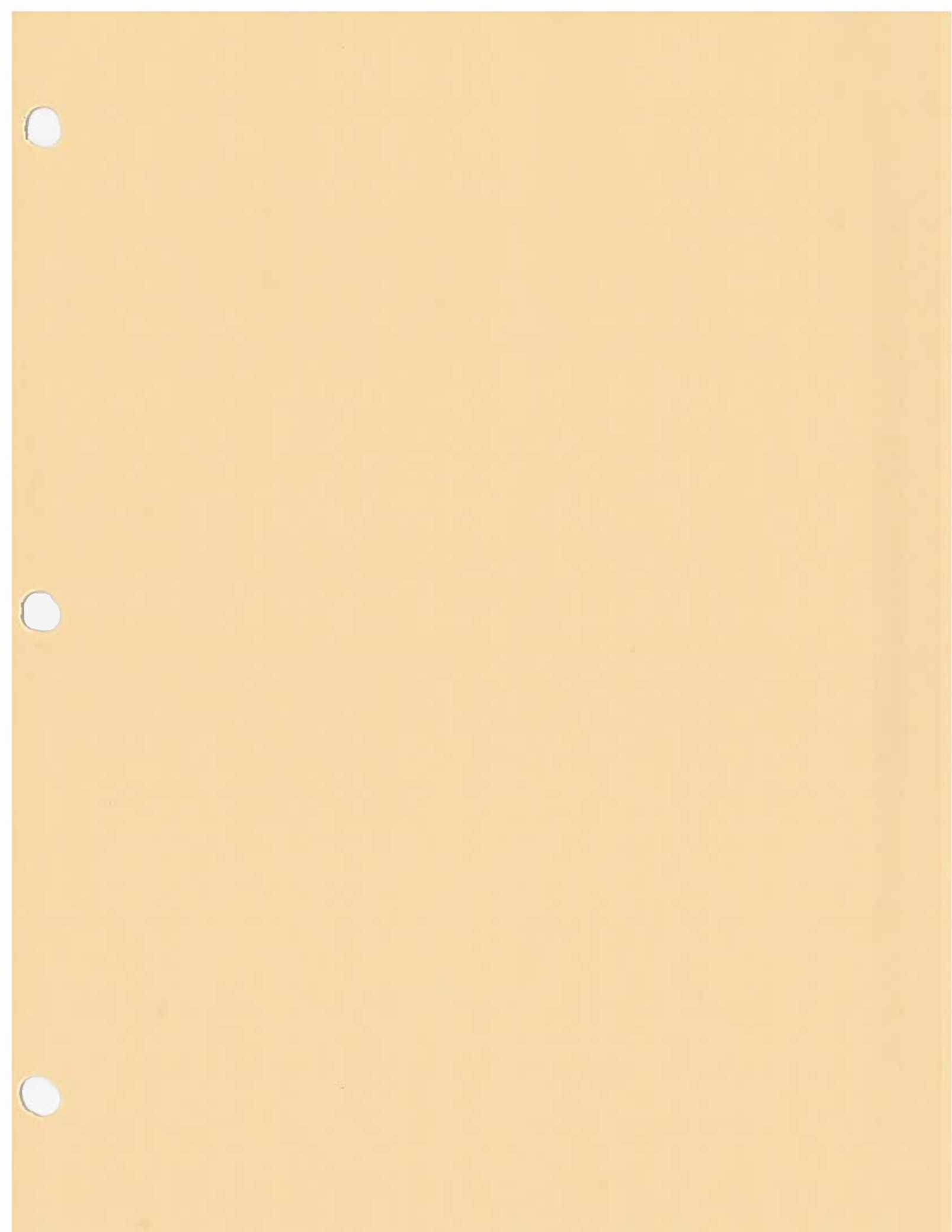
ISSUE

In FY 2014, the funds were directly budgeted into a unique cost center for each commission district. The budget established includes the annual allocation of \$200,000 and the carryover of any unspent funds from the previous fiscal year. The Finance Division will continue to maintain a separate spreadsheet that details each capital project by commission district.

SUMMARY

The Finance Department is requesting funding for the purchase and installation of the Utilities Trailer to be located at the Public Works facility. The total funding request is \$80,000 and is to be funded via districts 4 and 5. Each district will support \$40,000 towards the trailer.

The Finance Department requests BCC authorization for the use of District 4 and 5 capital funds in the amount of \$80,000 for the Utilities trailer.



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

To: Santa Fe County Board of County Commissioners

From: Katherine Miller, County Manager *Km*
Rachel O'Connor, Director, Community Services Department

Date: December 11, 2013

Subject: Resignation of Santa Fe County Health Policy and Planning Commission Member Allan Bendorf

Issue:

The Santa Fe Board of County Commissioners (BCC) appoints members to the Santa Fe County Health Policy and Planning Commission. Allan Bendorf, a member from District I, has submitted his resignation. The BCC needs to formally accept the resignation.

Background:

Mr. Bendorf submitted a letter resigning from the Health Policy and Planning Commission due to health issues.

Staff Recommendation:

Staff recommends that the BCC formally accept the resignation of Mr. Bendorf and thank him for his service to Santa Fe County.

11/20/2013

To: Patricia Bois

Director, Health Division

From: Allan Bendorf RN

Health Policy and Planning Commission

Re: Due to recently accelerated Medical conditions, I am forced to resign my seat on the Health Policy and Planning Commission, effective immediately.

I appreciate your direction and will miss working with you.

A handwritten signature in black ink, appearing to be 'A Bendorf', with a long horizontal line extending to the right.

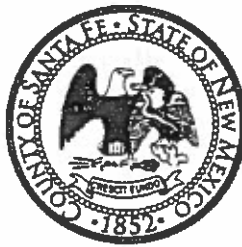
Allan Bendorf RN



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: December 31, 2013

TO: Board of County Commissioners

FROM: Katherine Miller, Santa Fe County Manager *KM*

ITEM AND ISSUE: BCC Meeting January 14, 2014

RESOLUTION 2014 - ____, A RESOLUTION SUPPORTING CONTINUED FUNDING OF THE PAYMENTS IN LIEU OF TAXES PROGRAM BY SENDING A LETTER TO THE HONORABLE BARBARA MIKULSKI, CHAIR OF THE U.S. SENATE COMMITTEE ON APPROPRIATIONS

BACKGROUND AND SUMMARY:

The federal Payments in Lieu of Taxes (PILT) program provides funding to nearly 1,900 counties in 49 states to help offset losses to local government from the presence of non-taxable federal lands. Santa Fe County has been the recipient of PILT funds. The amounts received by the County have been:

FY2014	\$668,493
FY2013	\$682,763
FY2012	\$670,806
FY2011	\$764,472

During the upcoming federal budget negotiations, continued funding for the PILT program is at risk.

ACTION REQUESTED:

Please review and approve the attached resolution and draft letter to be sent to the Chair and Vice Chair of Appropriations Committees of both the U.S. Senate and U.S. House of Representatives.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

RESOLUTION No. 2014 - _____

**A RESOLUTION SUPPORTING CONTINUED FUNDING OF THE FEDERAL PAYMENTS IN LIEU OF
TAXES PROGRAM BY SENDING A LETTER TO THE HONORABLE BARBARA MIKULSKI, CHAIR OF
THE U.S. SENATE COMMITTEE ON APPROPRIATIONS**

WHEREAS, Payments in Lieu of Taxes (or "PILT"/"PILT Program") are Federal payments to local governments that help offset losses in property taxes due to non-taxable Federal lands located within their boundaries;

WHEREAS, the key law that authorized the PILT payments was Public Law 94-565 on October 20, 1976, was amended by Public Law 97-258, and was codified into law at 31 U.S. Code, Chapter 69;

WHEREAS, the law recognizes that the inability of local governments to collect property taxes on Federally-owned land can create a financial impact;

WHEREAS, PILT payments help local governments to carry out such vital services as firefighting, police protection, construction of public schools and roads, and search-and-rescue operations;

WHEREAS, PILT payments are made annually for tax-exempt Federal lands administered by the BLM, the National Park Service, the U.S. Fish and Wildlife Service, the U.S. Forest Service, and for Federal water projects and some military installations;

WHEREAS, the Department of the Interior's Office of the Secretary has administrative authority over the PILT Program;

WHEREAS, the formula used to compute the payments is contained in the PILT Act and is based on population, receipt sharing payments, and the amount of Federal land within an affected county;

WHEREAS, the PILT payments are in addition to other Federal revenues such as oil and gas leasing, livestock grazing, and timber harvesting that the Federal government transfers to states;

WHEREAS, on September 30, 2013, the President's FY 2014 budget submission to Congress requested a one-year extension of the PILT Program which would have funded the program from October 1, 2013 to September 30, 2014;

WHEREAS, Congress did not reauthorize the PILT Program for FY 2014 and the Department of the Interior did not issue its standard request for acreage and prior-year payment data to calculate payments for 2014;

WHEREAS, the PILT Program presents a fair and reasonable method to reimburse local governments for some of the impact to their counties by the presence of Federal lands they cannot tax yet to which they must provide valuable services;

WHEREAS, on December 26, 2013, the President signed an appropriations bill for FY 2014 and FY 2015 that did not include funding for the PILT Program;

WHEREAS, the Honorable Barbara Mikulski is Chair of the U.S. Senate Committee on Appropriations;

WHEREAS, the Honorable Richard Shelby is Vice Chair of the U.S. Senate Committee on Appropriations;

WHEREAS, the Honorable Hal Rogers is Chair of the U.S. House of Representatives Committee on Appropriations;

WHEREAS, the Honorable Nita Lowey is Ranking Member of the U.S. House of Representatives Committee on Appropriations; and

WHEREAS, these members of Congress are in positions of authority to receive and consider the County's concerns about the failure to reauthorize the PILT Program and to recommend restorative legislation.

NOW, THEREFORE BE IT RESOLVED that the Board of the County Commissioners does hereby support the sending of a letter addressed to the Honorable Barbara Mikulski as well as to the other above-referenced members of Congress, urging the introduction of legislation as soon as possible that reauthorizes the PILT Program.

RESOLVED, APPROVED, AND ADOPTED this _____ day of January, 2014.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

By: _____
Daniel W. Mayfield, Chair

ATTESTED:

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

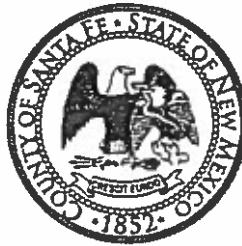
Willie R. Brown

for: Stephen C. Ross, County Attorney

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

January 14, 2014

The Honorable Barbara Mikulski
Chairwoman
Committee on Appropriations
United States Senate
Washington, DC 20510

The Honorable Richard Shelby
Vice Chairman
Committee on Appropriations
United States Senate
Washington, DC 20510

The Honorable Hal Rogers
Chairman
Committee on Appropriations
United States House of Representatives
Washington, DC 20510

The Honorable Nita Lowey
Ranking Member
Committee on Appropriations
United States House of Representatives
Washington, DC 20510

Dear Chairwoman Mikulski, Chairman Rogers, Vice Chairman Shelby, and Ranking Member Lowey:

As the House and Senate Appropriations Committees works to develop a final Fiscal Year (FY) 2014 spending measure, we respectfully request that your committee fully support the Payments in Lieu of Taxes (PILT) program. The PILT program provides critical funding to nearly 1,900 counties in 49 states and three U.S. territories. As you know, the recently adopted budget resolution included a deficit neutral reserve fund placeholder for PILT. With this bipartisan acknowledgment to fund the program, we respectfully request that the program be fully funded and appropriately offset in the upcoming appropriations bill.

PILT is currently authorized at \$425 million for fiscal year 2014 to help offset losses to local governments from the presence of non-taxable federal lands through direct payments to counties and other local governments. Counties with federal land in their jurisdictions often provide vital services on those lands, such as fire suppression, solid waste management, search and rescue and emergency medical services. A fully funded PILT program helps to offset the loss of these important revenues and fulfill the federal governments' obligation to local communities with large amounts of federal land.

In July 2012, President Obama signed into law PL 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21). Included in the legislation was mandatory funding for PILT. After implementation of the Budget Control Act (sequestration cuts), counties received roughly \$400 million in FY 2013. Unless Congress acts, Counties will have received their last fully funded PILT disbursement in June of 2013.

We urge you to consider the economic hardship that counties across the nation will face if the PILT program is not given consistent funding. We understand the Appropriations Committee has some

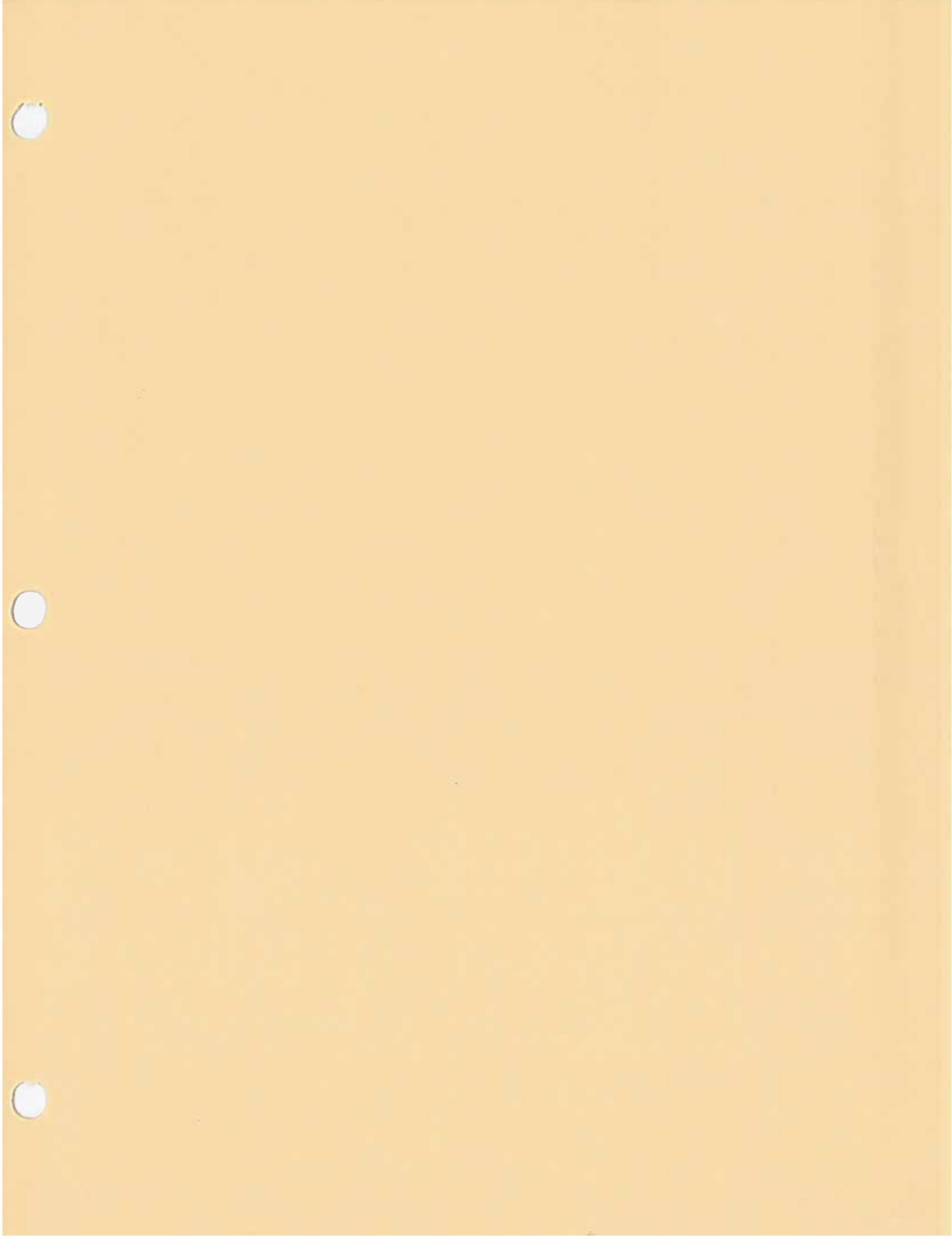
102 Grant Avenue • P.O. Box 276 • Santa Fe, New Mexico 87504-0276 • 505-986-6200 • FAX: 505-995-2740 www.santafecounty.org

difficult funding decisions coming up and we appreciate your consideration of this important issue. Moving forward, I hope that we can work together to seek a long-term funding solution to provide a consistent and stable source of funding for the nation's PILT counties.

Respectfully,

Daniel W. Mayfield
Santa Fe County Commission Chair

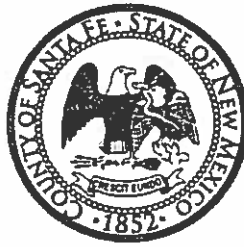
Cc: The Honorable Senator Thomas Udall
The Honorable Senator Martin Heinrich
The Honorable Congressman Ben Ray Luján



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *January 2, 2013*

TO: *Board of County Commissioners*

FROM: *Katherine Miller, Santa Fe County Manager*

ITEM AND ISSUE: *BCC Meeting January 14, 2014* *Km*

APPOINTMENT OF A BOARD MEMBER TO THE NMAC MULTI-LINE POOL BOARD
OF DIRECTORS AND APPOINTMENT OF A VOTING MEMBER AND AN ALTERNATE
TO REPRESENT SANTA FE COUNTY AT NMAC ANNUAL MEMBERSHIP MEETING

BACKGROUND AND SUMMARY:

Because Santa Fe County is a Class A county and has rejoined the NMAC Multi-Line and Law Enforcement Pools, we have an automatic seat on the NMAC Multi-Line Board. In addition, Santa Fe County needs to appoint a voting representative and an alternate to represent the county at the annual membership meeting in January, 2014. Please note that the person who serves on the Board also typically serves as the voting representative.

NMAC has provided the following schedule information for 2014:

The Board of Directors meet four times regularly throughout the year (see schedule below) and may have one special meeting and/or a telephonic board meeting. If there is a special board meeting, it likely will be held immediately after the January membership meeting. At this time we do not have a special meeting scheduled, but that could change. The purpose of that meeting would be to go into executive session to discuss pending and threatened litigation.

Annual Membership Meeting

*Wednesday, January 22, 9:00 a.m., Santa Fe Community Convention Center, 201 W. Marcy,
Pajoaque/Nambe/Ohkay Owinegh Room*

Board of Director Meetings

Wednesday, April 16, 8:30 a.m., NMAC office
Wednesday, August 20, 8:30 a.m., NMAC office

Tuesday – Friday, October 21-24 (location TBD)
Thursday, December 18, 8:30 a.m., NMAC office

The April, August and December board meetings typically last into the early to mid-afternoon, but can go as late as 4:30.

ACTION REQUESTED:

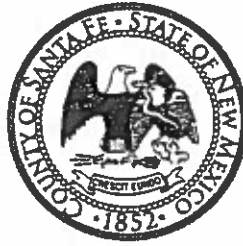
Please make the appointment of a Board member to the NMAC Multi-Line Pool Board of Directors and the appointment of a voting member and alternate to represent Santa Fe County at the Annual NMAC membership meeting.



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: January 14, 2014
TO: Board of County Commissioners
FROM: David Griscom, Economic Development Manager

RE: A Resolution Granting Satview Broadband Ltd a Certificate and Acceptance of a Cable Franchise to Operate a Cable system Within the Northern Part of Santa Fe County Property and Approve the Transfer of a Cable Television Franchise From Baja Broadband LLC to Satview Broadband Ltd

Introduction

This matter involves a request to the Board of County Commissioners (hereinafter "BCC") to allow the transfer of television cable interests from Baja Broadband LLC (hereinafter "Baja") to Satview Broadband Ltd, organized under the laws of New Mexico (hereinafter "Satview"), and grant a franchise to Satview to allow the existing cable television services to continue to serve the public in the northern part of Santa Fe County (hereinafter the "County").

Background & History

An Application For Franchise Authority Consent to Assignment or Transfer of Control Of Cable Television Franchise (hereinafter the "Application") was submitted to the County from Baja and Satview in accordance with the U.S. Cable Communications Policy Act of 1984, 47 USC Chapter 5, Subchapter V-A (hereinafter "US Act") and on the required Federal Communication Commission (FCC) application form 394. Baja and Satview have provided the County with the FCC application pursuant to County Ordinance No. 2000-6, an Ordinance Regulating Cable Television Services Within Santa Fe County, (hereinafter the "Ordinance").¹

Satview has submitted all applicable forms and its application was reviewed in accordance with the Ordinance and deemed complete. As such, the BCC is required to decide whether to approve, via resolution, the Certificate and Acceptance of A Cable Franchise pursuant to Ordinance No. 2000-6. Section 5 of the Ordinance provides in pertinent part:

Any company desiring to provide cable service within the county must apply for and receive a Certificate and Acceptance of Franchise, which shall be issued by the Board of County Commissioners after a public hearing, provided that all requirements of this Ordinance are met, and provided that the Company agrees to abide by reasonable terms and conditions as imposed by the Board of County Commissioners.

The Ordinance specifically requires that a separate Certificate and Acceptance of Franchise be issued when a new entity is acquiring a cable interest previously held by another entity, if all necessary requirements of the

¹ Ordinance No. 1993-8 was repealed and replaced with Ordinance No. 2000-6

Ordinance are met. As such, Satview is required to obtain a separate Certificate and Acceptance of Franchise from the BCC. As indicated above, Satview has submitted its FCC application which also serves as the County's application. In this instance the cable lines and infrastructure are in existence and Satview will agree to continue to maintain and service them. Satview has included the requested financial and technical information in its application certifying that it has those necessary qualifications to take over the existing television cable system. The transfer in question is similar to other transfers that have occurred and been approved over the years. In fact, there have been multiple transfers of the cable services in question over the years commencing in 1984 with Southwest Cable Corporation, Inc. US Cable was granted a Certificate and Acceptance of Franchise in 1999 from Mark Twain Cablevision, Inc. Baja purchased the cable rights from US Cable, and has now transferred its interest to Satview.

Franchise Fee

Pursuant to the Ordinance the BCC is also authorized to impose a franchise fee. The Ordinance provides in part that the company that desires the franchise shall pay a franchise fee within the franchise area in an amount not to exceed five percent (5%) of its annual gross revenue and pay such fee to the County quarterly. The proposed resolution attached hereto includes a 5% franchise fee as required in Section 19 of the Ordinance. The Franchise fee constitutes the monetary rental payment by the company in question to the County for the use and occupancy of the streets or public places within the boundaries of the County. Satview will be required to pay the 5% franchise fee on a quarterly basis based on its quarterly annual gross revenue. The financial information that is required to be provided will provide the necessary information to derive or verify the 5% franchise fee that Satview is required to pay.

The payment process works as follows: The Finance Division receives the quarterly payments from the cable company containing the amount of the company's gross revenue per quarter generated within the service area of the franchise. The Finance Division then reviews the quarterly payments based upon the company's reported quarterly gross revenue. If it appears to be correct, the Finance Division processes and deposits the quarterly payments into the County's general fund for franchise fees, The Finance Division maintains its spreadsheets on the accounting of the payments.

Conclusion and Recommendation

Attached is the proposed resolution for review and approval. Satview has submitted all requested and applicable information, and will agree to comply with all applicable laws and the Ordinance. There are also proposed terms and conditions set forth in the proposed resolution and the BCC can impose other reasonable conditions. A summary of the proposed conditions for Satview are as follows:

- 1) The franchise area of service is clarified by an exhibit map.
- 2) The expiration of this franchise shall be ten years as set forth in the Ordinance.
- 3) Satview will be required to comply with all provisions of the Ordinance as well as other applicable laws and County ordinances.
- 4) Satview shall pay a franchise fee of 5% of its annual gross revenue on a quarterly basis to the County of Santa Fe in accordance with the Ordinance and the US Act.

As such, the issuance of the Certificate and Acceptance of Franchise should be granted if after a public hearing to receive public comment the BCC determines that it is in the best interest of the public to allow the transfer and grant a franchise to Satview to continue to operate the existing television cable services in northern Santa Fe County.

SANTA FE COUNTY

FISCAL IMPACT REPORT (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed ordinance or resolution as to its direct impact upon the County's operating budget and is intended for use by staff of the Human Resources and Finance Divisions, the County Manager and the governing body of Santa Fe County. Ordinances/resolutions with a fiscal impact must be reviewed by the Finance Division Director or the Budget Administrator. Ordinances/resolutions with proposed staffing increases must be reviewed and approved by the Human Resources staff and approved by the County Manager before presentation to the Board of County Commissioners (BCC).

Please refer to the instructions on how to complete this form.

Section A. General Information

☐ Ordinance ☒ Resolution ☐ Other

A single FIR may be used for related ordinances and/or resolutions.

Short Title(s):

A Resolution Granting Satview Broadband Ltd a Certificate a...

Reviewing Division(s):

Growth Management Dept; Finance

Person Completing FIR:

David Griscom, Economic...

Date: 1/7/2014

Phone: 995-2728

Section B. Summary

Briefly explain the purpose and major provisions of the ordinance/resolution.

Per SF County Ordinance 2000-6, the County must approve and authorize a Certificate of Franchise when a new cable television/internet company wishes to begin operations within the County. Satview Broadband has purchased the operational and infrastructure assets from Baja Broadband in order to operate within the northern part of SF County. Satview currently serves approx. 76 households in SF County, with 6 employees. SF County will charge a 5% franchise fee on annual gross revenue, payable quarterly. Adoption of this resolution would grant Satview Broadband a Certificate of Franchise.

Section C. Fiscal Impact

NOTE: Financial information on this FIR does not directly translate into a Santa Fe County budget increase.

- a. The item must be presented to the Finance Division for analysis and recommendation as a potential request to increase the existing budget for the county.

- b. Detailed budget information must be included, such as funding source, amounts and justification.
- c. Detailed salary and benefit for new full-time equivalents (FTE's) must be included. The request must be approved by the staff of the Human Resources Division for each new FTE request.

1. Projected Expenditures:

- a. Indicate Fiscal Year(s) affected – the current fiscal year and the following three fiscal years, where applicable
- b. Indicate: "A" if current budget and level of staffing will absorb the costs
"N" if new, additional, or increased budget or staffing will be required
- c. Indicate: "R" if recurring annual costs
Indicate: "NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
- d. Attach additional projection schedules if four years does not adequately project revenue and costs patterns
- e. Costs may be netted or show as an offset if some cost savings are projected (please explain further in Section 3 Narrative)
- f. Please provide additional fiscal impact information for years 3 and 4 in the Expenditure/Revenue Narrative.
- g. This form allows for information related to two fiscal years. Please note *info* relation to other fiscal years in narrative 3.

Exp. Classification	FY <input type="text"/>	"A" or "N"	"R" or "NR"	FY <input type="text"/>	"A" or "N"	"R" or "NR"	Funds affected
Salary and Benefits	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select or type...
Maintenance	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select or type...
Other Operating	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select or type...
Contractual Services	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select or type...
Capital Requirements	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select or type....
Total	<input type="text"/>			<input type="text"/>			

*Any indication that additional staffing would be required must be reviewed and approved in advance by the County Manager by attached memo before release of FIR to the Board of County Commissioners (BCC).

** For salary and benefit information contact the Finance Division, or attach the New FTE Request form to provide necessary information.

2. Revenue Sources:

- a. To indicate new revenues and/or
- b. Required for costs for which new expenditure budget is proposed above in item 1.

c. Please provide additional fiscal impact information for years 3 and 4 in the Expenditure/Revenue Narrative.

Type of Revenue	FY 14	"R" or "NR"	FY 15	"R" or "NR"	Funds Affected
Franchise fee	\$3,311	R	\$3,311	R	General
				Select..	Select or type...
Total	\$3,311		\$3,311		

3. Expenditure/Revenue Narrative:

Explain expenditures, grant match requirements, justify salary and benefit costs for new FTE request, detail capital and operating uses, etc. Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. (Attach supplemental page, if necessary). Also, provide expanded information for fiscal year three and four impact for both revenue and expenditures.

Other than marginal staff time required to process the quarterly revenue payments from Satview, there is no anticipated expenditures related to this Resolution. The revenue is from a 5% franchise fee that Satview will pay to the County on a quarterly basis within 60 days of the close of each quarter. The estimate above of \$3,311 per year is based on Baja Broadband's revenue reports to the County from 2012, totalling \$66,223. 5% of \$66,223 is \$3,311.

Section D. General Narrative

1. Conflicts:

Does this proposed ordinance/resolution duplicate/conflict with/companion to/relate to any County code, approved ordinance or resolution, other adopted policies and legislation? Include details of county adopted ordinances/resolutions and dates. Summarize the relationships, conflicts or overlaps.

Relates directly to SFC Ordinance 2000-6, which states: "Any company desiring to provide cable service within the County must apply for an receive a Certificate and Acceptance of Franchise, which shall be issued by the Board of County Commissioners after a public hearing..."

2. Consequences of Not Enacting This Ordinance/Resolution:

Are there consequences of not enacting this ordinance/resolution? If so, describe.

If the Resolution is not adopted, Satview Broadband would not be allowed to operate in SF County, and the 76 households that Satview currently serves would be forced to find cable and internet service from another provider. Service from other providers may or may not be available in the locations of the 76 households. Additionally, the 6 employees currently employed by Satview could potentially be forced to find new employment.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.


None.

4. Community Impact:

Briefly describe the major positive or negative effects the ordinance/resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

By granting a Certificate of Franchise, Satview will be allowed to provide cable and internet service to 76 households in the northern part of SF County, and enable a more robust market for cable and internet services. Satview could also potentially be a customer to REDI Net, thereby increasing the financial stability and reach of REDI Net as a middle mile broadband provider.

 No file attached

 No file attached

 No file attached

Irish C. Martinez
11/9/14

SANTA FE COUNTY

RESOLUTION NO. 2014 -

**A RESOLUTION GRANTING SATVIEW BROADBAND LTD. A CERTIFICATE AND
ACCEPTANCE OF A CABLE FRANCHISE TO OPERATE A CABLE SYSTEM
WITHIN THE NORTHERN PART OF SANTA FE COUNTY AND APPROVING THE
TRANSFER OF A CABLE TELEVISION FRANCHISE FROM BAJA BROADBAND TO
SATVIEW BROADBAND LTD.**

WHEREAS, the Board of County Commissioners of Santa Fe County ("BCC") has jurisdiction over Cable Systems pursuant to Title 47, Chapter 5, Subchapter V-A, Part III of the U.S. Code, NMSA 1978, Sections 62-1-3 and 4-37-1 and Santa Fe County Ordinance No. 2000-6 (superseding Ordinance No. 1993-8 and 1982-5);

WHEREAS, Title 47, Chapter 5, Subchapter V-A, Part III of the U.S. Code, and Santa Fe County Ordinance No. 2000-6 allow the BCC to award a cable franchise and require payment of a franchise fee;

WHEREAS, pursuant to Ordinance No. 2000-6 and in order to provide cable television service within the County of Santa Fe, the BCC must issue a Certificate and Acceptance of Franchise to a requesting cable company after a public hearing, provided that all requirements of said Ordinance are met and the company agrees to abide by all reasonable terms and conditions that are imposed by the BCC;

WHEREAS, Satview Broadband Ltd. (hereinafter "Satview") desires to obtain a Franchise to operate a television cable system serving the Northern part of Santa Fe County, as designated more specifically on the map attached hereto as Exhibit "A";

WHEREAS, Baja Broadband ("Baja") previously owned and operated the cable television system serving the northern portion of Santa Fe County, New Mexico, which includes Espanola, La Pueblo, Chimayo and the Arroyo Seco;

WHEREAS, Pursuant to Ordinance No. 1982-5 and the County Land Development Code, the BCC granted a permit to operate and maintain a cable television system to Southwest Cable Corporation, Inc. (DP- 84-1501);

WHEREAS, the permit to Southwest Cable was duly transferred by Southwest Cable Corporation, Inc. to Espanola Cablevision, Inc. on or about February 28, 1986, then transferred by the BCC to Mark Twain Cablevision, Inc on or about March, 14, 1988 in Resolution 1988-30 and then the BCC approved a transfer and granted a Certificate and Acceptance of Franchise to U. S. Cable on or about March 16, 1999 as set forth in Resolution 1999-16;

WHEREAS, by Resolution No. 2012-21 the BCC approved the transfer of the franchise from US Cable to Baja;

WHEREAS, Baja has transferred its cable ownership and permit interest to operate the cable system in question to Satview;

WHEREAS, in accordance with Ordinance No. 2000-6, Baja and Satview have submitted an application with the necessary documentation requesting approval of the transfer of interests from Baja to Satview and a Certificate and Acceptance of Franchise from the BCC to Satview;

WHEREAS, the application for transfer represents and certifies that Satview is financially and technically capable of delivering the services contemplated;

WHEREAS, Pursuant to Ordinance No. 2000-6 Satview is required to apply for and receive a separate Certificate and Acceptance of Franchise from the BCC;

WHEREAS, Santa Fe County conducted a public hearing on this request to approve the transfer of interests and to grant Satview a franchise; and

WHEREAS, the BCC has evaluated the matter and determined that all requirements of Ordinance 2000-6 have been met and Satview has the technical and financial ability to operate a cable system in parts of northern New Mexico.

NOW THEREFORE, BE IT RESOLVED, that the transfer from Baja to Satview is approved and that Satview is granted a Certificate and Acceptance of Franchise subject to the following terms and conditions:

- 1) The franchise area is defined by the attached maps, designated as Exhibit "A" and incorporated herein by reference.
- 2) The expiration of this franchise shall be ten (10) years from the effective date, which shall be the date this Resolution is filed with the County Clerk.
- 3) Satview shall comply with all terms and conditions set forth in Ordinance No. 2000-6, as amended or replaced, and other applicable laws and County ordinances.
- 4) Satview shall pay a franchise fee of 5% of its annual gross revenue derived from its operations within the franchise area. Payment shall be made quarterly to the County of Santa Fe and within sixty (60) days following the close of each calendar quarter in accordance with Ordinance No. 2000-6.

PASSED, APPROVED and ADOPTED this _____ DAY OF _____, 2014.

BOARD OF COUNTY COMMISSIONERS

Daniel W. Mayfield, Chair

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:



Stephen C. Ross, Santa Fe County Attorney



May 15, 2013

Katherine Miller
Santa Fe County, NM
102 Grant Avenue
Santa Fe, NM 87501

Re: *Request to Transfer Cable Franchise*

Dear Ms. Miller:

Baja Broadband, LLC ("Baja") and Satview Broadband Ltd ("Satview"), are pleased to announce Satview's pending acquisition of the cable system and franchise serving your community.

Your consent to the transfer of the franchise may be required. We therefore have enclosed materials containing information regarding the transaction, including an original and two (2) copies of the Federal Communications Commission's ("FCC") Form 394. The FCC Form 394 contains all required information necessary for your review.

We appreciate your prompt consideration of these materials. To facilitate your consent to the proposed transaction, we also have enclosed a consent resolution. We respectfully request that you adopt the enclosed resolution at your earliest convenience.

Baja and Satview are confident that this transaction represents a substantial benefit to customers and your community. Satview is excited about this opportunity to become part of your community, and believes that customers now served by Baja will benefit significantly from Satview's experience in operating other broadband systems and its commitment to customer service. Satview looks forward to a long and mutually beneficial relationship with your community. Additional information regarding Satview Broadband Ltd can be viewed on its website at <http://www.satview.net>.

Please return a copy of the resolution as adopted to:

Kathleen Davis
Vice President – Regulatory Affairs
Baja Broadband
1061-521 Corporate Center Drive, Suite 100
Fort Mill, SC 29707

Should you have any questions regarding the proposed transaction, the enclosed resolution, or the FCC Form 394, please contact Kathleen Davis at Baja (kdavis@bajabb.tv) (978-440-8144) and/or Tariq Ahmad at Satview (taroil@yahoo.com) (775-333-6626).

Katherine Miller
Santa Fe County, NM
May 15, 2013
Page 2

Thank you for your prompt consideration. We greatly appreciate your assistance in this matter.

BAJA BROADBAND, LLC

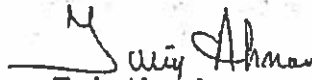
Sincerely,



Peter Kahelin
Chief Executive Officer

SATVIEW BROADBAND LTD

Sincerely,



Tariq Ahmad
President

RESOLUTION NO. _____

**RESOLUTION OF SANTA FE COUNTY, NM
APPROVING THE TRANSFER OF THE CABLE FRANCHISE**

WHEREAS, Baja Broadband, LLC ("Franchisee") owns, operates and maintains a cable television system (the "System") in Santa Fe County, NM ("Franchise Authority") pursuant to a valid franchise agreement or similar authorization (the "Franchise");

WHEREAS, Satview Broadband Ltd, a Nevada corporation, entered into an Asset Purchase Agreement dated April 4, 2013 (the "Purchase Agreement") with Baja Broadband, LLC, pursuant to which the Franchisee will sell and assign to Satview Broadband Ltd ("Satview"), the System, the Franchise and certain assets related thereto (the "Transfer");

WHEREAS, Franchisee and Satview have requested the consent of the Franchise Authority to the Transfer, have filed an FCC Form 394 with the Franchise Authority, and have provided all information required by applicable law (collectively, the "Transfer Application"); and

WHEREAS, the Franchise Authority has reviewed the Transfer Application and finds Satview to be a suitable transferee.

NOW THEREFORE, BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:

SECTION 1. The Franchise Authority hereby consents to the Transfer effective as of the date of the closing of the transactions contemplated under the Purchase Agreement (the "Closing Date").

SECTION 2. This Resolution shall become effective immediately upon passage by the Franchise Authority.

SECTION 3. The Franchise Authority hereby releases Franchisee, effective as of the Closing Date, from any and all obligations and liabilities under the Franchise arising from and after the Closing Date and Satview shall be responsible for any and all obligations and liabilities under the Franchise arising from and after the Closing Date.

SECTION 4. This Resolution shall have the force of a continuing agreement with Franchisee and Satview, and Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and Satview.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2013.

SANTA FE COUNTY, NM

By: _____
Name: _____
Title: _____

ATTEST:

FCC 394

APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE

SECTION I. GENERAL INFORMATION

FOR FRANCHISE AUTHORITY USE ONLY

DATE May 15, 2013	1. Community Unit Identification Number: NM0181
-------------------	--

2. Application for: ☒ Assignment of Franchise ☐ Transfer of Control

3. Franchising Authority: Santa Fe County, NM	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located: Santa Fe County, NM	
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	N/A
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	As soon as practicable

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.
N/A

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first)			
Baja Broadband, LLC			
Assumed name used for doing business (if any)			
Baja Broadband			
Mailing street address or P.O. Box			
1061 521 Corporate Center Drive (Suite 100)			
City	State	ZIP Code	Telephone No. (include area code)
Fort Mill	SC	29707	(980) 235-7622

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.
1

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

☒ Yes ☐ No

If No, explain in an Exhibit.

Exhibit No.
N/A

PART II – TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first)			
Satview Broadband Ltd			
Assumed name used for doing business (if any)			
Satview			
Mailing street address or P.O. Box			
3550 Barron Way, Suite 13A			
City	State	ZIP Code	Telephone No. (include area code)
Reno	NV	89511-1852	775-324-2198

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first)			
Ahmad, Tariq			
Firm or company name (if any)			
Satview Broadband Ltd			
Mailing street address or P.O. Box			
3550 Barron Way, Suite 13A			
City	State	ZIP Code	Telephone No. (include area code)
Reno	NV	89511-1852	775-324-2198

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. N/A

(d) Indicate the address where the system's records will be maintained.

Street address		
Transferee/Assignee is not proposing to change the location of the system's records.		
City	State	ZIP Code

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. 2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

☒ Corporation

a. Jurisdiction of formation: Reno, NV	d. Name and address of registered agent in jurisdiction: Nancy Grover 3550 Barron Way, Suite 13A Reno, NV 89511
b. Date of formation: April 15, 2003	
c. For profit or not-for-profit for profit	

☐ Limited Partnership

a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:
b. Date of formation:	

☐ General Partnership

a. Jurisdiction whose laws govern formation:	d. Date of formation:
--	-----------------------

☐ Individual

☐ Other. Describe in an Exhibit.

Exhibit No.
N/A

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully – the lettered items below refer to corresponding lines in the following table.)

(ww) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.

(xx) Citizenship.

(yy) Relationship to the transferee/assignee (e.g., officer, director, etc.)

(zz) Number of shares or nature of partnership interest.

(aaa) Number of votes.

(bbb) Percentage of votes.

(ww) Satview Broadband Ltd 3550 Barron Way, Suite 13A Reno, NV 89511	WENR Corporation 17 West Main Street Green River, UT 84525	
(xx) Nevada Corporation	Utah Corporation	
(yy) Transferee/Assignee	100% shareholder of Satview Broadband Ltd	
(zz) N/A	N/A	
(aaa) N/A	N/A	
(bbb) N/A	N/A	

SATVIEW BROADBAND LTD

The Officer Managers and Director Managers for Satview Broadband Ltd are the same.

Address for all Director Managers and Officer Managers:

3550 Barron Way, Suite 13A
Reno, NV 89511

No Director Manager or Officer Manager holds an equity interest of more than 5 percent in WENR Corporation, the parent company of Satview Broadband Ltd.

Director Managers:

Dan Green
Tariq Ahmad

Officer Managers:

President	Dan Green
Vice President	Tariq Ahmad

WENR CORPORATION

Address for all Director and Officer:

17 West Main Street
Green River, Utah 84525

Directors:

Dan Green, Chairman
James Spencer
Tariq Ahmad

Officers:

President	Dan Green
Vice President and Secretary	Tariq Ahmad
Treasurer	James Spencer

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

☒ Yes ☐ No

If the answer is No, explain in an Exhibit.

Exhibit No.
3

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?

☐ Yes ☒ No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.
N/A

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?

☐ Yes ☒ No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.
N/A

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ Yes ☒ No

If Yes, provide particulars in an Exhibit.

Exhibit No.
N/A

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

☐ Yes ☒ No

If No, attach as an Exhibit a full explanation.

Exhibit No.
4

SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.
2. Attached as an Exhibit are the most recent financial statements, prepared in accordance with generally accepted accounting principles, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

☒ Yes ☐ No

Exhibit No.
5

SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS


Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/ assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.
6

SECTION V – CERTIFICATIONS

Part I – Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
	Date May 15, 2013
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Print full name Peter Kahelin
	Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) Chief Executive Officer <input type="checkbox"/> Other. Explain:

Part II – Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (y) Has a current copy of the FCC's Rules governing cable television systems.
- (z) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (aa) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

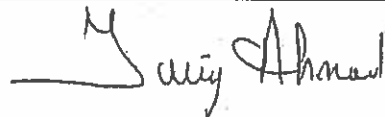
I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	
	Date May 15, 2013
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Print full name Tariq Ahmad
	Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) President <input type="checkbox"/> Other. Explain:

EXHIBIT 1

Attached is a copy of the Asset Purchase Agreement between Baja Broadband, LLC, and Satview Broadband Ltd ("Satview") dated as of April 4, 2013 ("Purchase Agreement"). Certain sections of the Purchase Agreement, including the Exhibits and Schedules, have been omitted as permitted by FCC Form 394, as the information contained in these sections, Exhibits or Schedules is not necessary in order to understand the terms of the Purchase Agreement and the underlying transaction or contains confidential trade, business, pricing or marketing information, or other information not otherwise publicly available.

EXHIBIT 2

The transaction will not result in changes to the current terms and conditions of service and operations of the system. The Assignee will comply with the terms and conditions of the franchise and applicable law.

EXHIBIT 3

The Assignee is duly qualified to transact business in Nevada and will become duly qualified to transact business in Colorado and New Mexico prior to the effective date of closing of the transaction assigning or transferring ownership of the system to Assignee.

EXHIBIT 4

There are no documents, instruments, agreements or understandings for the pledge of stock of the Assignee as security for loans or contractual performance.

EXHIBIT 5

Attached are the Consolidated Financial Statements for WENR Corporation for the year ended December 31, 2011, unaudited, and Consolidated Financial Statements for WENR Corporation for the year ended December 31, 2012, unaudited.

EXHIBIT 5
of
BAJA / SATVIEW FORM 394

Attachment 1

WENR Corporation
Consolidated Financial Statements
Balance Statement
December 31, 2011

UNAUDITED

WENR Corporation
Consolidated Financial Statements
Balance Statement
December 31, 2011
UNAUDITED

ASSETS

Current Assets	
Cash and cash equivalents	\$ 9,206
Accounts Receivable	231,719
Other Current Assets	90,018
Total Current Assets	<u>330,941</u>
Fixed Assets	
Elko Cable System	969,199
Ngensolutions	400,000
Equipment	820,272
Other Assets	92,435
Less Accumulated Depreciation	(389,297)
Total Fixed Assets	<u>1,692,609</u>
Total Assets	<u><u>\$ 2,023,550</u></u>

LIABILITIES & SHAREHOLDERS' EQUITY

Current Liabilities	
Accounts Payable	\$ 71,220
Credit Card Debt	71,295
Other Current Liabilities	84,610
Total Current Liabilities	<u>227,125</u>
Long Term Debt	
Equipment Financing	314,652
Notes Payable to Related Parties	903,903
Accrued Interest	32,000
Notes Payable to Other	75,302
Total Long Term Debt	<u>1,325,857</u>
Total Liabilities	<u>1,552,982</u>
Shareholders' Equity	
Common Stock, no par value; 100,000,000	
Shares authorized; issued and outstanding	
32,786,542 shares ⁽¹⁾	4,014,905
Preferred Stock, \$0.25 par value, 25,000,000	
Shares authorized; issued and outstanding none	---
Accumulated deficit	(3,687,833)
Retained Earnings	143,496
	<u>470,568</u>
Total Liabilities & Shareholders' Equity	<u><u>\$ 2,023,550</u></u>

WENR Corporation
Consolidated Financial Statements
Statement of Income
For the twelve months ending December 31, 2011
UNAUDITED

Revenue	\$ 2,655,799
Cost of Services Sold	974,060
Gross Profit	<u>1,681,739</u>
Operating Expenses	
Advertising Expense	19,788
Automobile Expense	22,889
Bank Service Charges	15,349
Contributions	2,410
Depreciation	60,000
Equipment Leases	1,195
Fuel - Company vehicles	48,481
Insurance	134,528
Interest Expense	24,856
Internet	29,072
Licenses and Permits	5,495
Memberships	2,193
Office Supplies	18,863
Other General and Administrative	18,717
Payroll Taxes	35,972
Postage and Delivery	20,211
Printing and Reproduction	349
Professional Fees	10,832
Rent	89,156
Repairs	4,280
Salaries and Wages	439,540
Subcontractors	9,861
Taxes	13,508
Telephone	34,407
Travel & Ent	5,983
Utilities	83,190
	<u>1,151,124</u>
Operating Income	530,615
Other Income (Expense)	
Interest Expense	<u>(12,990)</u>
Net Income	<u>\$ 517,625</u>

WENR Corporation
Consolidate Financial Statements
Statement of Changes in Accumulated Deficit and Shareholders' Equity
For the twelve months ended December 31, 2011
UNAUDITED

	Shares	Common Stock	Accumulated Deficit
January 1, 2011			
No Par	38,786,542	\$4,014,905	\$ (4,205,458)
Net Income December 31, 2011			<u>517,625</u>
December 31, 2011	<u>38,786,542</u>	<u>\$4,014,905</u>	<u>\$ (3,687,833)</u>

WENR Corporation
Consolidate Financial Statements
Statement of Cash Flows
For the twelve months ended December 31 2011
UNAUDITED

CASH FLOWS FROM (TO) OPERATING ACTIVITIES	
Net Income	\$ 517,625
Adjustments to reconcile net income to net cash provided by operations	
Depreciation	60,000
(Increase) Decrease in:	
Accounts Receivable	(216,510)
Other Current Asset	(70,779)
Increase (Decrease) in:	
Accounts Payable	33,474
Other Current Liabilities	(4,764)
Net Cash from Operating Activities	<u>319,046</u>
CASH FLOWS FROM (TO) INVESTING ACTIVITIES	
Sale of Equipment	-
Purchase of Equipment	(1,096,441)
Net Cash to Investing Activities	<u>(1,096,441)</u>
CASH FLOW FROM (TO) FINANCING ACTIVITIES	
Payments on Equipment Financing	(26,732)
Increase in other long term debt	810,977
Net Cash from Financing Activities	<u>784,245</u>
NET INCREASE IN CASH	6,850
CASH, January 1, 2011	2,356
CASH, December 31, 2011	<u>\$ 9,206</u>

WENR Corporation
Consolidated Financial Statements
Notes to the financial statements

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activity

WENR Corporation (The "Company" or "WENR") was incorporated as Western Energy, Inc., a Utah corporation in 1978. In 2000 the Company changed its name to "WENR Corporation" and increased authorized shares to 100,000,000 and authorized preferred shares to 25,000,000. The Company reverse split its shares by 50 for 1 on November 8, 2002.

The Company is a holding company which acquired two entities in 2010; Ngensolutions LLC, a Nevada limited liability company and Satview Broadband Ltd., a Nevada corporation.

About Ngensolutions LLC:

Ngensolutions is a media company with interests in radio and television properties located in Reno, Nevada. Ngensolutions is the owner-operator of Channel 25 (Digital Channels 25.1, 25.2, 25.3 and 25.4) and Channel 43 TV stations. Channel 25 and Channel 25.1 broadcast Azteca America, one of the top Hispanic networks in the United States. Channel 25.2 broadcasts Mexicanal, and regional Mexican Television Network. Ngensolutions' Meadowood studio is a 20,000 square foot facility for production of television and radio programs. The facility is linked with fiber to its cable television partners.

About Satview Broadband Ltd.:

Satview is a wholly owned subsidiary of WENR Corporation. It is a Reno-based television -programming provider operating in Nevada. Satview has systems in Topaz Lake, Battle Mountain, Carlin, Elko, Jackpot and Wells, Nevada. Satview designs, builds and operates broadband systems in the communities it serves. Satview provides analog cable television, digital cable television, Internet service and telephone service (VOIP) to these communities.

The Company is actively seeking additional opportunities in the cable television and broadcasting sectors.

Revenue and Cost Recognition

The Company's records revenue and expenses on the cash method of accounting. Revenue is recognized when received and expenses when paid.

Property and Equipment

Property and equipment is recorded at cost, any improvements or betterments that result in a lengthening of useful life are capitalized. Depreciation is provided according to current income tax provisions over the estimated useful lives of the assets. This is a departure from generally accepted accounting principles which does not materially affect the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents are cash and marketable securities with a maturity of less than ninety days. The FDIC up to \$250,000 insures the company's cash accounts. As of September 30, 2011 there are no uninsured balances.

WENR Corporation
Consolidated Financial Statements
Notes to the financial statements

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Allowance for doubtful accounts

No provision for bad debt has been provided as required by generally accepted accounting principles. The result of this departure from generally accepted accounting principles is immaterial.

Estimates and Assumptions

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from these estimates.

PURCHASE OF NGENSOLUTIONS LLC ASSETS

Ngensolutions was owned by two entities managed by Dan Green, president of WENR and Tariq Ahmad, president of Satview, respectively. The assets of Ngensolutions were purchased by the Company for \$400,000. A promissory note bearing 8% interest is held jointly by Entrada Enterprises LLC and JMD Resources Inc., payable on demand. Additionally both Green and Ahmad received options for shares of 2,000,000 shares each with an option price of \$0.05.

PURCHASE OF ELKO CABLE SYSTEM

On December 30, 2010 Satview purchased assets of three cable systems in northern Nevada; Carlin, Battle Mountain and Elko, Nevada from Baja Communications. Satview purchased all three systems for \$800,000. Satview entered into a purchase agreement which included a promissory note. The promissory note carried five percent (5%) per annum interest compounded annually. The loan was paid in full December 2011.

Affiliates of WENR loaned Satview \$100,000 as part of the first payment and \$400,000 for the final payment.

(1) SHARE REPURCHASE

In an effort to reduce the number of shares outstanding, in September 2011 the Company approached various shareholders with large positions whom received shares for services in the past to return shares for cancellation. The shares requested total approximately 8,000,000 shares. As of December 31, 2011, 6,000,000 shares were returned to the Company including; 1,000,000 shares from the President and the assignment of 500,000 shares which were lost. These certificates have not been returned for cancellation to the transfer agent.

EXHIBIT 5
of
BAJA / SATVIEW FORM 394

Attachment 2

WENR Corporation
Consolidated Financial Statements
Balance Statement
December 31, 2012

UNAUDITED

WENR Corporation
Consolidated Financial Statements
Balance Statement
December 31, 2012
UNAUDITED

ASSETS

Current Assets	
Cash and cash equivalents	\$ 27,320
Accounts Receivable	120,815
Other Current Assets	141,619
Total Current Assets	<u>289,755</u>
Fixed Assets	
Elko Cable System	1,111,728
Ngensolutions	400,000
Equipment	863,233
Other Assets	81,294
Less Accumulated Depreciation	<u>(389,297)</u>
Total Fixed Assets	<u>1,846,958</u>
Total Assets	<u>\$ 2,136,712</u>

LIABILITIES & SHAREHOLDERS' EQUITY

Current Liabilities	
Accounts Payable	\$ 174,382
Credit Card Debt	100,439
Other Current Liabilities	204,027
Total Current Liabilities	<u>478,848</u>
Long Term Debt	
Equipment Financing	343,311
Notes Payable to Related Parties	451,566
Accrued Interest	64,000
Notes Payable to Other	52,716
Total Long Term Debt	<u>911,591</u>
Total Liabilities	<u>1,390,439</u>
Shareholders' Equity	
Common Stock, no par value; 100,000,000	
Shares authorized; issued and outstanding	
32,786,542 shares	4,014,905
Preferred Stock, \$0.25 par value, 25,000,000	
Shares authorized; issued and outstanding none	
Accumulated deficit	(3,720,558)
Retained Earnings	451,926
	<u>746,273</u>
Total Liabilities & Shareholders' Equity	<u>\$ 2,136,712</u>

WENR Corporation
Consolidated Financial Statements
Statement of Income
For the twelve months ending December 31, 2012
UNAUDITED

Revenue	\$ 2,332,459
Cost of Services Sold	<u>1,119,175</u>
Gross Profit	1,213,284
Operating Expenses	
Advertising Expense	(1,393)
Automobile Expense	10,146
Bank Service Charges	8,485
Contributions	1,028
Depreciation	60,000
Dues and Subscriptions	135
Equipment Leases	2,094
Fuel - Company vehicles	39,231
Insurance	144,159
Interest Expense	40,718
Internet	44,263
Late Fees	903
Licenses and Permits	9,735
Memberships	3,692
Miscellaneous	31,157
Office Supplies	16,377
Payroll Taxes	49,316
Penalties	152
Postage and Delivery	18,031
Professional Fees	15,928
Reconciliation Discrepancies	114
Rent	91,629
Repairs	16,396
Salaries and Wages	518,668
Subcontractors	1,401
Supplies	4,478
Taxes	12,668
Telephone	27,781
Tools	243
Travel & Ent	2,728
Utilities	<u>82,968</u>
	1,251,230
Operating Income	(37,947)
Other Income (Expense)	
Interest Expense	<u>5,222</u>
Net Income	<u>\$ (32,725)</u>

WENR Corporation
Consolidate Financial Statements
Statement of Changes in Accumulated Deficit and Shareholders' Equity
For the twelve months ended December 31, 2012
UNAUDITED

	Shares	Common Stock	Accumulated Deficit
January 1, 2012			
No Par	38,786,542	\$4,014,905	\$ (3,687,833)
Net Income December 31, 2012			<u>(32,725)</u>
December 31, 2012	<u>38,786,542</u>	<u>\$4,014,905</u>	<u>\$ (3,720,558)</u>

WENR Corporation
Consolidate Financial Statements
Statement of Cash Flows
For the twelve months ended December 31 2012
UNAUDITED

CASH FLOWS FROM (TO) OPERATING ACTIVITIES

Net Income	\$ (32,725)
Adjustments to reconcile net Income to net cash provided by operations	
Depreciation	60,000
(Increase) Decrease in:	
Accounts Receivable	27,726
Other Current Asset	(51,604)
Increase (Decrease) in:	
Accounts Payable	84,758
Other Current Liabilities	136,817
Net Cash from Operating Activities	<u>224,972</u>

CASH FLOWS FROM (TO) INVESTING ACTIVITIES

Sale of Equipment	-
Purchase of Equipment	(160,788)
Net Cash to Investing Activities	<u>(160,788)</u>

CASH FLOW FROM (TO) FINANCING ACTIVITIES

Payments on Equipment Financing	(46,267)
Increase in other long term debt	-
Net Cash from Financing Activities	<u>(46,267)</u>

NET INCREASE IN CASH	17,917
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CASH, January 1, 2012	9,403
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CASH, December 31, 2012	<u>\$ 27,320</u>
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EXHIBIT 6

Satview Broadband Ltd ("Satview") provides television programming services. It also designs, builds, and operates broadband systems. In addition, the company provides equipment, as well as installation services. Further, it operates franchise cable operations in Elko, Lander and Southern Douglas Counties, in the State of Nevada; and Mono County, California. Furthermore, the company provides high speed Internet services through its private cable network and franchise cable. It also uses satellite Internet to connect its customers in rural areas. The company provides custom programming for businesses, such as private offices, hotels, bars, restaurants, and other commercial enterprises. Satview Broadband Ltd was founded in 2003 and is based in Reno, Nevada. Satview has personnel with over 30 years of experience in technical operations of Cable Systems and 12 years of experience in cable television management.

Baja Broadband, LLC ("Baja") has been a leading provider of entertainment, information and communications services in the communities it serves. Since acquiring its first systems in 2006, Baja has focused its efforts on upgrading and improving system infrastructure, adding services and improving customer care. Baja's technical team has focused on hardening and rebuilding its systems and has successfully planned and executed extensive upgrades which include investments to improve Baja's fiber optic infrastructure and investments in improved customer service for video and high speed data technical support.

Satview expects to take advantage of the expertise of Baja's present employees in the relevant franchise areas by offering employment to all Baja system personnel in their current positions.

ASSET PURCHASE AGREEMENT

dated April 4, 2013

between

Satview Broadband, LTD.

and

Baja Broadband, LLC

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made and entered into as of April 4, 2013, by and among Baja Broadband LLC, a Delaware limited liability company ("Seller"), Satview Broadband LTD., a Nevada corporation ("Buyer").

Recitals

Seller is in the business of providing cable television service through cable television systems to subscribers (the "Business") in and around the areas set forth on Exhibit A attached hereto (each a "System" and collectively the "Systems"). Seller desires to sell and Buyer desires to purchase Seller's interest in all of the Assets of Seller.

Agreements

In consideration of the mutual covenants and promises set forth herein, Buyer and Seller agree as follows:

1. Certain Definitions.

As used in this Agreement, the following terms, whether in singular or plural forms, shall have the following meanings:

"Acquired Contracts" means all Contracts, other than Governmental Permits, that pertain exclusively to the ownership, operation and maintenance of the Assets or the Business.

"Adjustment Time" means 11:59 p.m. on the Closing Date.

"Affiliate" means with respect to any Person, any other Person controlling, controlled by or under common control with such Person, with "control" for such purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or voting interests, by contract or otherwise.

"Agreement" has the meaning given in the introductory paragraph.

"Assets" means all properties, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description that are owned, leased, held, used or useful exclusively in connection with the Business, with the exception of the Excluded Assets.

"Assumed Liabilities" means (i) Seller's obligations to subscribers of the Business for (A) subscriber deposits held by Seller as of Closing, which are refundable, to the extent Buyer receives credit therefor under Section 4; (B) subscriber advance payments held by Seller as of Closing, to the extent Buyer receives credit therefor under Section 4; and (C) the delivery of cable television service to the subscribers of the Business after Closing; (ii) all accrued liabilities of the Business for which Buyer receives a credit under Section 4; (iii) those obligations and

liabilities arising after Closing under the Acquired Contracts and Governmental Permits; (iv) other obligations and liabilities of Seller to the extent that there shall be an adjustment in favor of Buyer with respect thereto pursuant to Section 4; and (v) all obligations and liabilities arising out of Buyer's ownership of the Assets or operation of the Business after Closing.

"Basic Services" means cable television programming package sold to subscribers as "Extended Basic Services," as such tier of service is described on Seller's current channel lineup for the Systems.

"Business" has the meaning given in the recitals.

"Business Day" means any day other than Saturday, Sunday or a day on which banking institutions are required or authorized to be closed in the State of Nevada.

"Buyer" has the meaning given in the introductory paragraph.

"Buyer Consents" has the meaning given in Section 3.3.

"Cable Act" means the Cable Communications Policy Act of 1984, as amended, and the FCC rules and regulations promulgated thereunder, all in effect from time to time.

"Closing" has the meaning given in Section 7.

"Closing Cash Payment" has the meaning set forth in Section 2.3(a)(ii).

"Closing Date" means the date on which Closing occurs.

"COBRA Obligations" has the meaning given in Section 5.5(c).

"Communications Act" means the Communications Act of 1934, as amended, and the FCC rules and regulations promulgated thereunder, all in effect from time to time.

"Contract" means any written contract, mortgage, deed of trust, bond, indenture, lease, license, note, franchise, certificate, option, warrant, purchase order, subscription, right, or other instrument, document, obligation, or agreement, and any oral obligation, right, or agreement, other than Governmental Permits.

"Copyright Act" means the 1976 Copyright Act, as amended, and the rules and regulations promulgated thereunder, all in effect from time to time.

"DBS" has the meaning given in Section 5.9.

"Dispute Notice" has the meaning given in Section 2.6(b).

"Encumbrance" means any financing statement filed with any Governmental Authority, and any charge, claim, mortgage, pledge, security interest or other restriction of any kind, which constitutes an interest in or claim against property, whether arising pursuant to any Legal Requirement, Contract, or otherwise.

"Equipment" means all electronic devices, trunk and distribution coaxial and optical fiber cable, amplifiers, line extenders, power supplies, conduit, vaults and pedestals, grounding and pole hardware, subscriber's devices (including converters, encoders, transformers behind television sets and fittings) and any other distribution equipment, headend hardware (including origination equipment, earth stations, modulators, processors, receivers, character generators, insertion equipment and transmission equipment), test equipment, meters, lashers, TDRs, vehicles, trailers and other tangible personal property owned, leased, used or held for use exclusively in connection with the Business.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and rules and regulations promulgated thereunder.

"Excluded Assets" has the meaning given in Section 2.2(a).

"FCC" means the United States Federal Communications Commission, or any successor entity thereto.

"Final Adjustments Report" has the meaning given in Section 2.5(b).

"Governmental Authority" means the United States of America, any state, commonwealth, territory, or possession thereof and any political subdivision or quasi-governmental authority of any of the same, including but not limited to courts, tribunals, departments, commissions, boards, bureaus, agencies, counties, municipalities, provinces, parishes, and other instrumentalities.

"Governmental Permits" means all franchises, approvals, authorizations, permits, licenses, easements, registrations, leases and similar rights that are obtained from any Governmental Authority.

"Hired Employees" has the meaning given in Section 5.5(b).

"Indemnatee" has the meaning given in Section 9.3.

"Indemnitor" has the meaning given in Section 9.3.

"Intangibles" means all intangible assets, including subscriber lists, accounts receivable, patents, copyrights and goodwill, if any, that are owned, used or held for use exclusively in the Business.

"Judgment" means any judgment, writ, order, injunction, award, or decree of any court, judge, justice, or magistrate, including any bankruptcy court or judge, in each case having jurisdiction over Seller, and any order of or by any Governmental Authority having jurisdiction over Seller.

"knowledge" with respect to Seller, means the actual knowledge, without any duty of inquiry, of Randy Santiago, Carl Shapiro and Richard Zorin; and with respect to Buyer, means the actual knowledge, without any duty of inquiry, of Tariq Ahmad.

"Legal Requirements" means any applicable statute, ordinance, code or other rule, regulation, order, enacted, adopted or promulgated by any Governmental Authority, including Judgments,

"Limited Basic Services" means the cable television programming package sold to Subscribers as "Limited Basic Cable," as such tier of service is described on Seller's current channel lineup for the Systems.

"Litigation" means any action, suit, proceeding, arbitration or hearing before any Governmental Authority having jurisdiction over Seller.

"Losses" means all direct out-of-pocket losses, liabilities (excluding diminution in value, consequential, incidental, special, exemplary and punitive damages), damages, Encumbrance (other than Permitted Encumbrances), penalties, costs, and expenses, including but not limited to interest which may be imposed in connection therewith, reasonable fees and disbursements of counsel and other experts.

"Material Adverse Effect" shall mean any event, series of events, change, effect or circumstance that has a material adverse effect on the Assets, the Business, excluding effects directly or indirectly resulting from: (i) matters generally affecting the Industry in which Seller operates or the economy of the United States or the region in which the Systems are located (other than those that have a disproportionate adverse effect on the Business, the Assets or Seller); (ii) military action or any act of terrorism; (iii) any adverse change event, series of events, change, effect or circumstance arising from or relating to any change in accounting requirements or principles or any change in applicable laws, rules or regulations or the interpretation thereof; (iv) any adverse event, series of events, change, effect or circumstance arising from or relating to actions required to be taken under applicable Legal Requirements; or (v) announcement of the deal or the identity of Seller.

"Outside Closing Date" has the meaning given in Section 8.1(c).

"Permitted Encumbrances" means the following Encumbrances: (a) liens for taxes, assessments and governmental charges not yet due and payable or that are being contested in good faith by appropriate proceedings; (b) zoning laws, ordinances, variances and similar Legal Requirements; (c) rights reserved to any Governmental Authority to regulate the affected property; (d) in the case of any leased Asset, (i) the rights of any lessor and (ii) any Encumbrance granted by any lessor of such leased Asset; (e) inchoate materialmen's, mechanics', workmen's, repairmen's or other like liens arising in the ordinary course of business; (f) in the case of owned Real Property and other Real Property interests except leased Real Property, any easements, rights-of-way, servitudes, permits, restrictions and minor imperfections or irregularities in title which do not materially interfere with the present use of such Real Property; (g) any Encumbrance (other than an Encumbrance securing a monetary obligation), including, with respect to Real Property, discrepancies and conflicts in boundary lines, shortages in area, encroachments, and any fact which a correct survey and inspection of the property would disclose, that does not materially interfere with the present use of the Assets subject thereto in the operation of the Business as currently being used; and (h) those Encumbrances disclosed on Schedule 4.4.

"Person" means any natural person, Governmental Authority, corporation, general or limited partnership, joint venture, limited liability company, trust, association, or unincorporated entity of any kind.

"Post-Closing Adjustment Report" has the meaning given in Section 2.6(b).

"Preliminary Adjustment Report" has the meaning given in Section 2.6(a).

"Purchase Price" has the meaning given in Section 2.3(a).

"Real Property" means all Assets consisting of realty, including appurtenances, improvements and fixtures located on such realty, and any other interests in real property, including fee interests, leasehold interests and easements, but not including any Excluded Assets.

"Required Consents" means Seller Consents and the Buyer Consents, together.

"Restricted Area" has the meaning given in Section 5.9.

"RTC/Programming Assumption Agreement" has the meaning given in Section 5.10.

"Seller" has the meaning given in the introductory paragraph.

"Seller Consents" has the meaning given in Section 4.3.

"Survival Period" has the meaning given in Section 9.4.

"System" or "Systems" has the meaning given in the recitals.

"System Reports" has the meaning given in Section 4.10.

"Taxes" or "Tax" means all levies and assessments of any kind or nature imposed by any Governmental Authority, including but not limited to all income, sales, use, ad valorem, value added, franchise, severance, net or gross proceeds, withholding, payroll, employment, excise, or property taxes, together with any interest thereon and any penalties, additions to tax, or additional amounts applicable thereto.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Transaction Documents" means all instruments and documents executed and delivered by Buyer or Seller or any officer, director, or Affiliate of any of them in connection with this Agreement or the transactions contemplated hereby.

"Transition Services Agreement" has the meaning given in Section 6.1(f)(vi).

2. Purchase and Sale.

2.1 Covenant of Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, at Closing, Seller shall sell, convey, assign, and transfer to Buyer, and Buyer shall purchase, acquire and accept from Seller, for the Purchase Price, all of Seller's right, title and interest in, to and under the Assets as of the Closing, free and clear of all Encumbrances except Permitted Encumbrances.

(a) Excluded Assets. Notwithstanding the provisions of Section 2.1, the Assets shall not include any of the following (the "Excluded Assets"): (i) Contracts for programming and other content (including cable guides) and Contracts to which other cable systems of Seller are subject (including retransmission consent Contracts, master advertising sales Contracts, master pole attachment Contracts, master tower lease Contracts, and master multiple dwelling unit Contracts (but not any subordinate tower lease or multiple dwelling unit Contracts related exclusively to the Business and that incorporate the terms of such master Contracts by reference)), other than any such Contracts (or interests therein) disclosed on Schedule 4.6; (ii) insurance policies and rights, claims and causes of action thereunder; (iii) bonds, letters of credit, surety instruments, and other similar items; (iv) cash and cash equivalents; (v) Seller's trademarks, trade names, service marks, service names, logos, and similar proprietary rights; (vi) customer billing Contracts and related equipment, if not owned by Seller; (vii) assets, rights and properties of Seller used or held for use other than solely in connection with the Business, unless described as an Asset on a Schedule to this Agreement; (viii) Seller's rights under any Contract governing or evidencing an obligation of Seller for borrowed money; (ix) all claims with respect to the Business for the period prior to Closing (including claims for refunds or Taxes); (x) Seller's Tax, corporate and financial records that are not solely related to the operation of the Systems, and all documents, reports and records relating to any of the Systems' employees; (xi) advertising insertion equipment and advertising sales agency or representation Contracts providing any Person the right to sell available advertising time for a System; (xii) construction and installation agreements; (xiii) intercompany receivables; (xiv) all items of tangible personal property consumed or disposed of in the ordinary course of business between the date of this Agreement and the Closing Date; (xv) Contracts with any Affiliates of Seller; (xvi) all of Seller's bank accounts; (xvii) all accounting records and Internal reports relating to the business activities of Seller that are not expressly included in the Assets; (xviii) any assets relating to any employee benefit plan maintained by Seller; (xix) all rights, claims and causes of action relating to any Excluded Asset or Excluded Liability; (xx) all rights under this Agreement and the other Transaction Documents to which Seller is a party; (xxi) the rights, assets, and properties described on Schedule 2.1. All rights, title and interest in, to and under the Excluded Assets are hereby expressly retained by Seller.

2.2 Assumed Liabilities. At the Closing, Buyer shall assume, pay, discharge, perform and satisfy the Assumed Liabilities.

2.3 Consideration.

(a) The purchase price for the Assets (the "Purchase Price") is \$150,000, which shall be payable by Buyer as follows:

(i) At Closing Buyer shall pay to Seller total consideration of \$150,000, subject to adjustment as provided in Sections 2.4 and 2.5 (the "Closing Cash").

Payment”). The Closing Cash Payment shall be delivered to Seller by wire transfer of immediately available funds pursuant to wire instructions to be provided by Seller at least two (2) Business Days prior to the Closing.

2.4 Billing

The Purchase Price shall be adjusted as follows:

(a) The Purchase Price shall be adjusted on a pro rata basis as of the Adjustment Time for all prepaid expenses (to the extent such prepayments may accrue to Buyer's benefit), accrued expenses (including real and personal property Taxes), prepaid income, and advertising receivables, all as determined in accordance with GAAP consistently applied, and to reflect the principle that (as between Seller and Buyer) all expenses and income attributable to the Business for the period prior to the Adjustment Time are for the account of Seller, and all expenses and income attributable to the Business for the period after the Adjustment Time are for the account of Buyer.

(b) There shall be retained by Seller and credited to the account of Buyer advance payments to, or funds of third parties on deposit with, Seller as of the Adjustment Time and relating to the Business, including advance payments and deposits by subscribers served by the Business for converters, encoders, decoders, cable television service and related sales.

(c) There shall be credited to the account of Seller and become the property of Buyer (but only to the extent that Buyer is entitled to the benefit or value thereof after Closing), deposits relating to the Business that are held by third parties as of the Adjustment Time for the account of Seller or as security for Seller's performance of its obligations (other than with respect to Excluded Assets and any other deposits to the extent, and only to the extent, the benefit of which shall not be available to Buyer following the Adjustment Time), including deposits on leases and deposits for utilities.

(d) Seller shall be entitled to a credit in the amount of 100% of the face amount of the Systems' accounts receivable as of the Closing Date that are sixty days or less past due as of the Closing Date.

(e) There shall be no duplication of any of the adjustments set forth in Sections 2.5(a)-(d).

2.5 Determination of Adjustments. Preliminary and final adjustments to the Purchase Price shall be determined as follows:

(a) Prior to Closing, Seller shall deliver to Buyer a report (the "Preliminary Adjustments Report"), certified as to completeness and accuracy by Seller, showing in detail the preliminary determination of the adjustments referred to in Section 2.4, which are calculated as of the Closing Date, and any documents substantiating the adjustments proposed in the Preliminary Adjustments Report. The net adjustment shown in the Preliminary Adjustments Report shall be reflected as an adjustment to the Purchase Price payable at Closing.

(b) Within ninety (90) days after closing, Buyer shall deliver to Seller a report (the "Post-Closing Adjustments Report"), certified as to completeness and accuracy by Buyer, showing in detail the final determination of all adjustments to the Purchase Price that were not calculated as of the Closing Date and containing any corrections to the Preliminary Adjustments Report, together with any documents substantiating the adjustments described in the Post-Closing Adjustments Report. Unless Seller delivers a Dispute Notice within ten (10) Business Days after receipt of the Post-Closing Adjustments Report, or if Seller consents in writing to such Post-Closing Adjustments Report, then such Post-Closing Adjustments Report shall be deemed the "Final Adjustments Report," shall be binding upon all parties, and shall not be subject to dispute or review. If Seller disagrees with the Post-Closing Adjustments Report, Seller may, within ten (10) Business Days after receipt thereof, notify Buyer in writing (the "Dispute Notice"), which Dispute Notice shall provide reasonable detail of the nature of each disputed item on the Post-Closing Adjustments Report. Seller and Buyer shall first use commercially reasonable efforts to resolve such dispute between themselves within ten (10) Business Days after Buyer receives the Dispute Notice and, if the parties are able to resolve such dispute, the Post-Closing Adjustments Report shall be revised to the extent necessary to reflect such resolution, shall be deemed the "Final Adjustments Report," and shall be conclusive and binding upon all parties and shall not be subject to dispute or review. If the parties are unable to reach agreement within such ten (10) Business Day period, the parties shall engage Weiser LLP to resolve any open disputes, and the determination of such accounting firm shall be deemed the "Final Adjustments Report". The parties shall each be responsible for one-half the costs and expenses of such accounting firm.

(i) if the final adjustments result in an increase to the Purchase Price, then Buyer shall pay to Seller, by wire transfer of immediately available funds, the amount of such increase within five (5) days of the determination of the Final Adjustments Report; or

(ii) if the final adjustments result in a decrease to the Purchase Price, then Seller shall pay to Buyer, by wire transfer of immediately available funds, the amount of such decrease within five (5) days of the determination of the Final Adjustments Report.

2.6 Allocation of Purchase Price. The Purchase Price, as adjusted, shall be allocated among the Assets in accordance with a schedule furnished by Seller to Buyer not later than 180 days after the Closing Date (or, if earlier, April 1 of the year following the Closing Date), which Schedule shall be prepared in accordance with Section 1060 of the Code. Unless otherwise subject to applicable Legal Requirements, Seller and Buyer shall be bound by such allocations, shall not take any position inconsistent with such allocations, and shall file all returns and reports with respect to the transactions contemplated by this Agreement (including all federal, state and local tax returns) on the basis of such allocations.

3. Representations and Warranties of Buyer. Buyer represent and warrant to Seller, as of the date of this Agreement and as of Closing, as follows:

3.1 Organization of Buyer. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada, and has all requisite power and authority to own and lease the properties and assets it currently owns and leases and to conduct its activities as such activities are currently conducted. Buyer is duly qualified to do

business as a foreign corporation and is in good standing in all jurisdictions in which ownership or leasing of the properties and assets owned or leased by it or the nature of its activities make such qualification necessary

3.2 Authority. Buyer have all requisite power and authority to execute, deliver, and perform this Agreement and each of the Transaction Documents to which they are a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery, and performance of this Agreement and each of the Transaction Documents to which Buyer is a party and the consummation of the transactions contemplated hereby and thereby by Buyer have been duly and validly authorized by all necessary action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer and is the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except insofar as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.

3.3 No Conflict; Required Consents. Except as described on Schedule 3.3, the execution, delivery, and performance by Buyer of this Agreement and the Transaction Documents to which they are a party do not and will not: (i) conflict with or violate any provision of the charter or bylaws of Buyer or Parent; (ii) conflict with or violate any provision of any Legal Requirements; (iii) conflict with, violate, result in a breach of, constitute a default under, accelerate, or permit the acceleration of the performance required by, any Contract or Encumbrance to which Buyer or Parent is a party or by which Buyer or the assets or properties owned or leased by either are bound or affected; or (iv) require any consent, approval, or authorization of, or filing of any certificate, notice, application, report, or other document with, any Governmental Authority or other Person. The items set forth on Schedule 3.3 shall be referred to as the "Buyer Consents".

3.4 Financing. The Buyer has sufficient funds to permit the Buyer to consummate the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party.

3.5 Litigation. There is no Litigation pending, or to the knowledge of the Buyer, threatened, or any Judgments outstanding that, individually or in the aggregate, would impair or delay the ability of the Buyer to effect the Closing, to own the Assets or to operate the Business.

3.6 Brokers or Finders. All negotiations relative to this Agreement have been carried on by Buyer directly without the intervention of any Person who may be entitled to any brokerage or finder's fee or other commission in respect of this Agreement or the consummation of the transactions contemplated hereby. Buyer and its agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the transactions contemplated hereby.

3.7 Non-Reliance. The Buyer represents that it has conducted a lengthy, detailed and Independent investigation of, and is fully familiar with, the Seller's financial condition, the Business and the Assets. The Buyer expressly acknowledges that neither the

Seller, nor any other Person acting on behalf of the Seller or any of its affiliates has made any representation or warranty, express or implied, at law or in equity, whether in written, oral or any other form, as to the accuracy or completeness of any information furnished or made available to the Buyer, except as expressly provided in this Agreement and the schedules to this Agreement. The Buyer further acknowledges that it has neither been influenced to enter into this transaction by, nor has it relied on, any such representation or warranty.

4. Seller's Representations and Warranties. Seller represents and warrants to Buyer, as of the date of this Agreement and as of Closing, as follows:

4.1 Organization and Qualification of Seller. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. Seller has all requisite power and authority to own and lease the properties and assets it currently owns and leases and to conduct the Business as it is currently conducted. Seller is duly qualified to do business as a foreign limited liability company and is in good standing in all jurisdictions in which the ownership or leasing of the properties and assets owned or leased by it or the nature of its activities makes such qualification necessary.

4.2 Authority. Seller has all requisite power and authority to execute, deliver, and perform this Agreement and each of the Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery, and performance of this Agreement and each of the Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby on the part of Seller have been duly and validly authorized by all necessary action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller, and is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except insofar as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.

4.3 No Conflict; Required Consents. Except as described on Schedule 4.3, the execution, delivery, and performance by Seller of this Agreement and the Transaction Documents to which it is a party do not and will not: (i) conflict with or violate any provision of the Articles of Organization or Operating Agreement of Seller; (ii) conflict with or violate, in any material respect, any Legal Requirements applicable to Seller or by which any of the Assets or Business is bound or affected; (iii) conflict with, violate, result in a breach of, constitute a default under, accelerate, or permit the acceleration of the performance required by, any Contract or (other than Permitted Encumbrances) to which Seller is a party and by which the Assets or the Business are bound or affected to the extent that such conflict, violation, breach, default or acceleration would be material; (iv) result in the creation or imposition of any Encumbrance against or upon any of the Assets (other than Permitted Encumbrances); or (v) require any consent, approval or authorization of, or filing of any certificate, notice, application, report, or other document with, any Governmental Authority or other Person. The items set forth on Schedule 4.3 shall be referred to as the "Seller Consents".

4.4 Assets; Title and Condition. Seller has good and valid title to (or, in the case of Assets that are leased, valid leasehold interests in) the Assets. The Assets are free and

clear of all Encumbrances of any kind or nature, except (a) Permitted Encumbrances, (b) restrictions stated in, or generally applicable to, the Governmental Permits, and (c) Encumbrances disclosed on Schedule 4.4 which will be removed and released at Closing. All of the personal property included in the Assets is in good working order and repair, ordinary wear and tear excepted, and as limited to the scope and nature of their age and use by the Seller.

4.5 Real Property.

(a) Schedule 4.5(a) lists each parcel of Real Property owned by the Seller that constitutes an Asset being transferred pursuant to this Agreement.

(b) Schedule 4.5(b) lists each parcel of Real Property leased by the Seller that constitutes an Asset being transferred pursuant to this Agreement.

4.6 Acquired Contracts.

(a) Except for the Acquired Contracts described on Schedule 4.6, and (1) subscription agreements for cable services provided in the ordinary course of business (including multiple dwelling unit and commercial accounts), (2) Contracts that constitute Excluded Assets, (3) service Contracts terminable without penalty on not less than 90 days notice, (4) Contracts not involving any material monetary or non-monetary obligation, (5) bank financing documents, and (6) Governmental Permits, Seller is not bound or affected by any of the following that relate to the Business and are included in the Acquired Contracts: (i) leases of real or personal property (whether as lessor or lessee); (ii) programming Contracts; (iii) retransmission consent agreements; (iv) Contracts relating to the sale of advertising on any System; (v) Contracts granting Seller any right to attach or place any Equipment to poles or within conduits, crossings or rights-of-way, or similar Contracts; (vi) Contracts granting any Person an Encumbrance (excluding Permitted Encumbrances) on or against any of the Assets; (vii) Contracts of employment, or Contracts with consultants or independent contractors; (viii) Contracts pertaining to the use by Seller of any intellectual property or proprietary information of any other Person; or (ix) Contracts other than those described in any other clause of this Section 4.6(a) that are material to the operation of the Business.

(b) Seller has delivered to Buyer true and complete copies of each of the Acquired Contracts listed on Schedule 4.6, including any amendments thereto. Except as described on Schedule 4.6 to Seller's knowledge: (i) each of the Acquired Contracts is valid, in full force and effect; and (ii) there has not occurred any default by Seller under any material provision of an Acquired Contract nor, to the knowledge of Seller, has there occurred any material default by any Person other than Seller under any material provision of any of the Acquired Contracts.

4.7 Employment Matters.

(a) Schedule 4.7 includes a complete and correct list of names and positions of all employees of Seller engaged exclusively in the operation of the Business. Seller has provided to Buyer a complete and correct schedule describing the current hourly wages or monthly salaries and other compensation of each employee described on Schedule 4.7. Seller has complied in all material respects with all Legal Requirements relating to the employment of

labor in the Business, including ERISA, continuation coverage requirements with respect to group health plans, and those relating to wages, hours, collective bargaining, unemployment compensation, worker's compensation, equal employment opportunity, age and disability discrimination, immigration control and the payment and withholding of taxes. To Seller's knowledge, no event has occurred or circumstance exists with respect to any "employee benefit plan" or "multiemployer plan" maintained by Seller (as those terms are defined in ERISA) which could reasonably be expected to result in a material liability to Buyer under ERISA.

(b) Seller is not a party to any contract with any labor organization applicable to any of the Systems, and Seller has not recognized or agreed to recognize and is not required to recognize any union or other collective bargaining unit with respect to any of the Systems. No union or other collective bargaining unit has been certified as representing any System employees, nor has Seller received any requests from any Person for recognition as a representative of System employees for collective bargaining purposes. To Seller's knowledge, no System employees are engaged in organizing activity with respect to any labor organization. Seller has no employment agreement of any kind, oral or written, express or implied, that would require Buyer to employ any Person after Closing.

4.8 Litigation. As of the date hereof, except as described on Schedule 4.8, there is no Litigation pending or, to the Seller's knowledge, threatened, or any Judgment outstanding, involving or affecting the Assets or the Business.

4.9 System Information. Schedule 4.9 sets forth, to Seller's knowledge and as of the date of this Agreement, a true and accurate description of the following information relating to the Systems:

(a) a description of the Basic Services and Limited Basic Services, and the rates charged by Seller therefor, including all rates, tariffs and other charges for cable television or other services provided by the Systems;

(b) the stations and signals carried by the Systems and the channel position of each such signal and station.

(c) the approximate total number of miles of cable plant, and number of miles of aerial and underground plant, of the Systems;

(d) the bandwidth capacity of the Systems specified in Mhz and the number of channels activated throughout the Systems;

(e) the approximate number of subscribers of the Systems; and

(f) the Governmental Permits with respect to the Business, which Governmental Permits are, to Seller's knowledge and except as set forth on Schedule 4.9, currently in full force and effect, not in default, and valid under all applicable Legal Requirements according to their terms.

4.10 System Reports. Seller has delivered to Buyer a true and correct copy of its unaudited, internal report showing revenues and subscribers for the Systems for the 12 month

period ending December 31, 2012 (the "System Reports"). The System Reports were prepared in accordance with the books and records of the Seller and with respect to the Designated Systems, are not inconsistent, in any material respect, with the Seller's financial statements for the twelve (12) month period ending December 31, 2011. Since December 31, 2012, Seller has conducted the Business, in all material respects, in the ordinary course of business consistent with Seller's past practice and there has been no Material Adverse Effect.

4.11 Compliance with Legal Requirements. Except as described on Schedule 4.11:

(a) The ownership, leasing and use of the Assets as they are currently owned, leased and used, and the conduct of the Business as it is currently conducted, comply with all applicable Legal Requirements, including the Communications Act, Cable Act, Copyright Act, except where the failure to comply would not have a Material Adverse Effect. Seller has received no written notice claiming a violation by Seller or the Business of any Legal Requirement applicable to the Systems or the Business as it is currently conducted.

(b) Seller is permitted under all applicable Governmental Permits and Legal Requirements (including FCC rules, regulations and orders) to distribute the transmissions (whether television, satellite, radio or otherwise) of video programming or other information that Seller makes available to subscribers of each System and to utilize all carrier frequencies generated by the operation of each System, and is licensed to operate all the facilities required by any applicable Legal Requirement to be licensed, except where the failure to have the necessary permit or authorization would not have a Material Adverse Effect. No written requests have been received by Seller during the twelve months preceding the date of this Agreement from the FCC, the United States Copyright Office or any other Person challenging or questioning the right of Seller's operation of any System or any FCC-licensed or registered facility used in conjunction with Seller's operation of any System. Seller has not violated, in any material respect, any Legal Requirements.

(c) Seller has submitted to the FCC all material filings with respect to the Systems, including cable television registration statements, current annual reports, aeronautical frequency usage notices, and current cumulative leakage index reports, that are required under the Cable Act. Each System is in material compliance with signal leakage criteria prescribed by the FCC, is in material compliance with the must-carry and retransmission consent provisions of the Communications Act.

(d) All material United States Federal Aviation Administration approvals have been obtained with respect to the height and location of towers included in the Assets and all FCC antenna structure registrations have been filed with respect to such towers.

(e) To Seller's knowledge, the notice contemplated by Section 626 of the Communications Act has been timely filed with respect to all System franchises included in the Governmental Permits that expire within thirty months following the date of this Agreement.

4.12 Patents, Trademarks and Copyrights. As relates to the Business, except as described on Schedule 4.12, Seller does not possess any patent, patent right, trademark or

copyright and is not party to any license or royalty agreement with respect to any patent, trademark or copyright except for licenses respecting program material and obligations under the Copyright Act applicable to cable television systems generally. Except as described on Schedule 4.12, to Seller's knowledge the operation of the Business as currently conducted does not violate or infringe upon the rights of any Person in any copyright, trademark, service mark, patent, license, trade secret or the like. Except as described on Schedule 4.12, Seller has received no correspondence from the United States Copyright Office relating to any statements of account, reports or other filings submitted to the United States Copyright Office.

4.13 Tax Matters. Seller has timely filed all Tax Returns required to be filed and all Taxes owed (whether or not shown or required to be shown on such Tax Returns) have been paid or remitted; in each case, to the extent such Taxes and Tax Returns related to the Assets or the operation of the Business. To Seller's knowledge, all such Tax Returns were true, complete and correct in all respects. No portion of any Tax Return that relates to the Assets or the operation of the Business has been the subject of any audit or Litigation by any Governmental Authority, and no such audit or Litigation is pending or, to the knowledge of the Seller, threatened. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return, and Seller has not waived any statute of limitation with respect to any Tax or agreed to any extension of time with respect to a Tax assessment, or deficiency. There are no Encumbrances for Taxes upon the Assets other than for Taxes not yet due or those being contested in good faith. Seller does not have any liability for the Taxes of any Person (other than the Seller) under Treasury Regulation Section 1.1502-6 (or any corresponding provision of state, local or non-U.S. Tax law), as a transferee or successor, by contract, or otherwise. To Seller's knowledge, Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, stockholder, independent contractor, creditor, or other third party.

4.14 Brokers or Finders. Except as disclosed on Schedule 4.14, Seller and its agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the transactions contemplated hereby.

5. Covenants.

5.1 Certain Affirmative Covenants of Seller. Except as Buyer may otherwise consent in writing, such consent not to be unreasonably withheld, delayed or conditioned between the date of this Agreement and Closing Seller shall use commercially reasonable efforts to:

(a) (i) operate the Business only in the ordinary course and in accordance with past practices and, to the extent consistent with such operation, (ii) preserve the current business organization of the Business intact, (iii) continue normal marketing, advertising, and promotional expenditures with respect to the Business, and (iv) preserve any beneficial business relationships with all customers, suppliers, and others having business dealings with Seller relating to the Business;

(b) (i) maintain the Assets in existing condition and repair, ordinary wear excepted, and (ii) maintain in full force and effect the policies of insurance with respect to the Assets and the Business;

(c) (i) comply with all applicable Legal Requirements; (ii) perform all of its obligations under all of the Acquired Contracts and Governmental Permits without material default; and (iii) maintain its books, records, and accounts in the ordinary manner on a basis consistent with past practices;

(d) upon reasonable notice, (i) give to Buyer, and its counsel, accountants, and other representatives, reasonable access during normal business hours to the premises of Seller and the Business, the Real Property, all of the Assets, and the personnel of the Business; (ii) furnish to Buyer and such representatives all such additional documents, financial information, and other information as Buyer may from time to time reasonably request, in each case to the extent and only to the extent it relates to the Business and disclosure of same doesn't violate a confidentiality obligation or legal privilege of Seller; and (iii) cause Seller's accountants to permit Buyer and its accountants to examine the records and working papers pertaining to its audits and other reviews of the System Reports; provided, however, that Buyer may not conduct any invasive environmental investigation upon the Real Property without the prior written consent of Seller; and

(e) promptly notify Buyer of any circumstance, event, or action by Seller or otherwise (i) which, if known at the date of this Agreement, would have been required to be disclosed in or pursuant to this Agreement, or (ii) the existence, occurrence, or taking of which would result in any of the representations and warranties of Seller in this Agreement or in any Transaction Document not being true and correct in all material respects when made or at Closing (or if read to be true at another time, at such time), and, with respect to clause (ii), use commercially reasonable efforts to remedy the same.

5.2 Certain Negative Covenants of Seller. Except as Buyer may otherwise consent in writing (such consent not to be unreasonably withheld, conditioned or delayed) or as contemplated by this Agreement, between the date of this Agreement and Closing Seller shall not:

(a) modify, terminate, renew, suspend, or abrogate any Acquired Contract other than in the ordinary course of business;

(b) modify, terminate, renew, suspend, or abrogate any Governmental Permit other than in the ordinary course of business;

(c) enter into any transaction or permit the taking of any action that would result in any of the representations and warranties of Seller in this Agreement or in any Transaction Document not being true and correct in all material respects when made or at Closing; or

(d) engage in any marketing, subscriber installation, or collection practices that are inconsistent with such practices of Seller for the periods covered by the System Reports.

5.3 Required Consents and Notices.

(a) Each of the parties shall use all commercially reasonable efforts to take, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the transactions contemplated by this Agreement and the Transaction Documents as promptly as practicable, including to (i) obtain the Required Consents and (ii) promptly make all necessary filings, and thereafter make any other required submissions, with respect to this Agreement required under applicable Law. All fees to be paid and costs incurred in connection with obtaining the Required Consents and making such filings shall be borne equally by the Seller, on one hand, and the Buyers, on the other.

(b) Section 5.3(a) notwithstanding, the Seller and the Buyer shall prepare and file, or cause to be prepared and filed, within fifteen (15) Business Days after the date of this Agreement, all applications (including FCC Forms 394 or other appropriate forms required to be filed (i) with the FCC and (ii) with any other Governmental Authority that are necessary for the assignment to Buyer of the Systems to be acquired by it in connection with the consummation of the transactions contemplated hereby.

(c) If, notwithstanding the exercise of their commercially reasonable efforts and compliance with this Section 5.3, Seller and Buyer are unable to obtain one or more of the Required Consents: (i) at the Closing, Seller shall transfer the Assets to Buyer notwithstanding the absence of any such Required Consent and (ii) from and after the Closing, Seller shall have no further obligation with respect to obtaining any Required Consents liability arising out of or relating to the failure of such consents to have been obtained or because of any circumstances resulting therefrom.

(d) Each party agrees to execute and deliver such other documents, certificates, agreements and other writings and to use commercially reasonable efforts to take, or cause to be taken, such other actions as may be necessary or appropriate to evidence, consummate and implement expeditiously the Transaction.

5.4 Confidentiality.

(a) Any non-public information that Buyer may obtain from Seller in connection with this Agreement with respect to the Systems shall be deemed confidential and, unless and until Closing shall occur, Buyer shall not disclose any such information to any third party (other than its directors, officers and employees, and representatives of its advisers and lenders whose knowledge thereof is necessary in order to facilitate the consummation of the transactions contemplated hereby) or use such Information other than for the purpose of consummating the transactions contemplated hereby and under the other Transaction Documents; provided that (i) Buyer may use and disclose any such information once it has been publicly disclosed (other than by Buyer in breach of its obligations under this Section) or which rightfully has come into the possession of Buyer (other than from Seller), and (ii) to the extent that Buyer may become compelled by Legal Requirements to disclose any of such information, Buyer may disclose only such Information that is required to be disclosed if it shall have used all reasonable efforts, and shall have afforded Seller the opportunity, to obtain an appropriate

protective order, or other satisfactory assurance of confidential treatment, for the information compelled to be disclosed. In the event of termination of this Agreement, Buyer shall use all reasonable efforts to cause to be delivered to Seller, and retain no copies of, any documents, work papers and other materials obtained by Buyer or on its behalf from Seller, whether so obtained before or after the execution hereof.

(b) Any non-public information that Seller shall obtain from Buyer in connection with this Agreement with respect to Buyer or any of its Affiliates shall be deemed confidential, and Seller shall not disclose such information to any third party or use such information other than for the purposes of consummating the transactions contemplated hereby and under the other Transaction Documents; provided, that (i) Seller may use and disclose any such information once it has been publicly disclosed (other than by Seller in breach of its obligations under this Section) or which rightfully has come into the possession of Seller (other than from Buyer), and (ii) to the extent that Seller may become compelled by Legal Requirements to disclose any of such information, Seller may disclose only such information that is required to be disclosed if it shall have used all reasonable efforts, and shall have afforded Buyer the opportunity, to obtain an appropriate protective order, or other satisfactory assurance of confidential treatment, for the information compelled to be disclosed. In the event of termination of this Agreement, Seller shall use all reasonable efforts to cause to be delivered to Buyer, and retain no copies of, any documents, work papers, and other materials obtained by Seller or on its behalf from Buyer, whether so obtained before or after the execution hereof.

(c) Except as required by applicable Legal Requirements, neither Seller nor Buyer shall make any press release or public announcement or statement without the prior written consent and approval of the other. Seller and Buyer shall consult with and cooperate with the other with respect to the content and timing of all press releases and other public announcements or statements, and any oral or written statements to Seller's employees concerning this Agreement and the transactions contemplated hereby.

5.5 Employee Matters.

(a) Seller shall pay to employees employed in the Business all compensation, including salaries, commissions, bonuses, deferred compensation, severance, insurance, pensions profit sharing, vacation, sick pay and other compensation or benefits to which they are entitled for periods prior to Closing. Seller shall not, without the prior written consent of Buyer, change the compensation or benefits of any employees of the Business, other than in the ordinary course of business consistent with past practice. Buyer shall offer employment to all of the current employees of Seller and shall not terminate any such employees without cause for a period of ninety (90) days following the Closing Date.

(b) Notwithstanding anything to the contrary in this Section 5.5, Buyer shall (i) permit the Seller's employees who become Buyer's employees (the "Hired Employees") and the Hired Employees' dependents to participate in Buyer's employee benefit plans to the same extent as Buyer's similarly situated employees and their dependents; (ii) give each Hired Employee credit for his or her past service with the Seller for purposes of eligibility to participate, benefit eligibility and vesting (but not benefit accrual) under its employee benefit and other plans; and (iii) not subject any Hired Employee to any limitations on benefits for pre-

existing conditions under its employee benefit plans, including any group health and disability plans.

(c) Effective as of the Closing Date, Buyer shall assume all responsibilities and obligations for continuation coverage under Sections 601 *et seq.* of ERISA (the "COBRA Obligations") and any state continuation coverage requirements with respect to the Hired Employees and their beneficiaries. Seller agrees that it shall retain responsibility for COBRA Obligations to all qualified beneficiaries of covered employees for whom a "qualifying event" under COBRA occurs prior to the Closing and for any employee who is not a Hired Employee.

5.6 Use of Names and Logos. For a period of thirty (30) days after Closing, Buyer shall be entitled to use the trademarks, trade names, service marks, service names, logos, and similar proprietary rights of Seller to the extent incorporated in or on the Assets, provided that Buyer shall remove all such names, marks, logos, and similar proprietary rights from the Assets as soon as reasonably practicable following Closing.

5.7 Bulk Sales. Buyer and Seller each waives compliance by the other with Legal Requirements relating to bulk sales applicable to the transactions contemplated hereby.

5.8 Transfer Taxes and Escrow Fees. All sales, use, transfer, and similar Taxes arising from or payable by reason of the transactions contemplated by this Agreement shall be the liability of and for the account of Buyer, and Buyer shall indemnify and hold Seller harmless from and against all Losses arising from any of the same.

5.9 Covenant Not to Compete. Seller agrees that for a period of one year from this date that neither Seller nor any of its subsidiaries will directly or indirectly:

- (a) manage, operate, join, control, own, participate or become interested in or be connected with, as a partner, owner, shareholder, employer or investor or otherwise;
- (b) lend credit or money for the purpose of establishing or operating;
- (c) furnish consultation or advice to;
- (d) sell services on behalf of; or
- (e) permit their name to be used;

in connection with any multi-channel video, internet service or telephone service (to include coaxial cable or fiber optic cable television system, multichannel multipoint distribution service system) or satellite master antenna system, within a 20 mile radius of any System (the "Restricted Area"); provided, however, nothing in this Agreement shall restrict Seller or any of its subsidiaries from owning an interest in a direct broadcast satellite ("DBS") provider that serves customers within the Restricted Area as long as Seller is not engaged in receiving and redistributing the DBS signal to customers.

5.10 RTC/Programming Assumption Agreements. At or prior to the Closing, Buyer and Seller shall execute and deliver assignment and assumption agreements and/or other

applicable instruments as required under the applicable Retransmission Consent Agreements and Programming Agreements (any such assignment and assumption agreement and/or other applicable instrument, shall be referred to herein as an "RTC/Programming Assumption Agreement") pursuant to which Seller shall assign the applicable RTC Agreements and Programming Agreements (insofar as such agreements relate to the Systems) to Buyer and Buyer shall assume and agree to be bound by and perform the RTC Agreements and Programming Agreements in their entirety insofar as such agreements relate to the Systems.

5.11 Receivables. Following the closing, upon receipt of any subscriber payment (or portion thereof) from a subscriber in the Systems that relates to any period of time following to the Closing, Seller shall promptly forward to Buyer the entirety of such payment (or the portion thereof that relates to a period of time following the Closing).

5.12 Transition Services Agreement. Prior to the Closing the parties shall use commercially reasonable efforts to agree upon Schedule A to the Transition Services Agreement.

6. Conditions Precedent.

6.1 Conditions to Buyer's Obligations. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the following conditions, which may be waived by Buyer:

(a) Accuracy of Representations and Warranties. The representations and warranties of Seller in this Agreement shall be true and accurate in all respects at and as of Closing with the same effect as if made at and as of Closing (except where such representation or warranty speaks as of a specific date or as otherwise waived in writing by Seller) except to the extent any failure of such representations or warranties to be true would not be expected to have a Material Adverse Effect.

(b) Performance Of Agreements. Seller shall have, in all material respects, performed all obligations and agreements and complied with all covenants in this Agreement to be performed and complied with by it at or before Closing.

(c) Officer's Certificate. Buyer shall have received a certificate executed by an officer of Seller, dated as of Closing certifying that the conditions specified in Sections 6.1(a) and (b) have been satisfied.

(d) Legal Proceedings. There shall be no Legal Requirement, and no Judgment shall have been entered and not vacated by any Governmental Authority of competent jurisdiction in any Litigation or arising therefrom, which enjoins, restrains, makes illegal, or prohibits consummation of the transactions contemplated by this Agreement.

(e) Required Consents. Either (i) Buyer shall have received evidence that the Seller Consents have been obtained, or (ii) more than 120 days shall have passed since the filing

of the completed FCC Form 394s with the appropriate FCC and the appropriate Governmental Authorities.

(f) Deliveries. Seller shall have delivered or caused to be delivered to the Buyer the following:

(i) Bill of Sale and Assignment. An executed Bill of Sale and Assignment in the form of Exhibit 6.1(g)(i).

(ii) Vehicle Titles. Title certificates to all vehicles included among the Assets, endorsed for transfer of title to Buyer, and separate bills of sale therefor, if required by the laws of the States in which such vehicles are titled.

(iii) FIRPTA Affidavit. An affidavit of Seller, under penalty of perjury, that Seller is not a "foreign person" (as defined in the Foreign Investment in Real Property Tax Act and applicable regulations) and that Buyer is not required to withhold any portion of the consideration payable under this Agreement under the provisions of such Act, in the form attached as Exhibit 6.1(g)(iii).

(iv) Officer's Certificate. The certificate described in Section 6.1(d).

(v) Deeds. Grant, bargain and sale deeds conveying to Buyer each parcel of the Real Property owned in fee by Seller.

(vi) Transition Services Agreement: An executed copy a Transition Services Agreement in the form of Exhibit 6.1(f)(vi) with such Schedule A as the parties have agreed upon pursuant to Section 5.12 (the "Transition Services Agreement").

6.2 Conditions to Seller's Obligations. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the following conditions, which may be waived by Seller:

(a) Accuracy of Representations and Warranties. The representations and warranties of Buyer in this Agreement shall be true and accurate in all respects at and as of Closing with the same effect as if made at and as of Closing (except where such representation or warranty speaks as of a specific date or as otherwise waived in writing by Seller) except to the extent any failure of such representations or warranties to be true would not be expected to impair or delay the ability of the Buyer to effect the Closing.

(b) Performance of Agreements. Buyer shall have, in all material respects, performed all obligations and agreements and complied with all covenants in this Agreement or in any Transaction Document to which it is a party to be performed and complied with by it at or before Closing.

(c) Officer's Certificate. Seller shall have received a certificate executed by an executive officer of Buyer, dated as of Closing certifying that the conditions specified in Sections 6.2(a) and (b) have been satisfied.

(d) Required Consents. Seller shall have received evidence that the Buyer Consents have been obtained.

(e) Legal Proceedings. There shall be no Legal Requirement, and no Judgment shall have been entered and not vacated by any Governmental Authority of competent jurisdiction in any Litigation or arising therefrom, which enjoins, restrains, makes illegal, or prohibits consummation of the transactions contemplated by this Agreement and there shall be no Litigation pending or threatened seeking, or which if successful would have the effect of, any of the foregoing.

(f) Deliveries. Buyer shall have delivered or caused to be delivered to the Seller the following:

(i) Payment of the Purchase Price. Payment of the Purchase Price.

(ii). Assumption Agreement. An Assumption Agreement in the form attached as Exhibit 6.2(f)(ii), executed by Buyer.

(iii) Officer's Certificate: The certificate described in Section 6.2(c).

(iv) Note. The Note, executed by Buyer.

(v) Transition Services Agreement: An executed copy of the Transition Services Agreement.

(vi) Other. Such other documents and instruments as shall be necessary to effect the intent of this Agreement and consummate the transactions contemplated hereby.

7. Closing. The closing of the transactions contemplated by this Agreement ("Closing") shall take place at a time and location to be mutually agreed upon by Buyer and Seller but in no event later than the fifth day after the conditions described in Sections 6.1 and 6.2 have been waived or satisfied.

8. Termination and Default.

8.1 Termination Events. This Agreement may be terminated and the transactions contemplated hereby may be abandoned:

(a) by mutual written consent of Seller and Buyer;

(b) by the Seller on the one hand, or by Buyer, on the other hand, if there is or has been a material breach or material default on the part of the other party of any of the representations and warranties contained herein or in the due and timely performance and satisfaction of any of the covenants, agreements or conditions contained herein, and such breach or default is not cured within twenty (20) days of receipt of written notice thereof from the other party and is not primarily caused by a breach of any representation, warranty or covenant of the party seeking termination hereunder;

(c) by Buyer if the Closing has not occurred on or before the September 30, 2013 (the "Outside Closing Date"), or such later date as the parties may agree upon, unless the delay in Closing was caused by Buyer's material breach of this Agreement;

(d) by Seller if the Closing has not occurred on or before the Outside Closing Date, or such later date as the parties may agree upon, unless the delay in Closing was caused by Seller's material breach of this Agreement; or

(e) by either Buyer or Seller, upon written notice to the other party if the consummation of the transactions contemplated hereunder shall be prohibited by a final, non-appealable Judgment of a Governmental Authority of competent jurisdiction or by change in Legal Requirement.

8.2 Effect of Termination. If this Agreement shall be terminated pursuant to Section 8.1, all obligations of the parties hereunder shall terminate, except for the obligations set forth in this Section 8.2 and Article 10. Termination of this Agreement pursuant to Section 8.1 shall not limit or impair any remedies that either Seller or Buyer may have with respect to a breach or default by the other of its covenants, agreements or obligations under this Agreement.

9. Indemnification.

9.1 Indemnification by Seller. From and after Closing, Seller shall indemnify and hold harmless Buyer, its affiliates, officers and directors, employees, agents, and representatives, and any Person claiming by or through any of them, as the case may be, from and against any and all Losses arising out of or resulting from:

(a) any representations and warranties made by Seller in the Transaction Documents not being true and accurate when made or when required by the Transaction Documents to be true and accurate;

(b) any failure by Seller to perform any of its covenants, agreements, or obligations in the Transaction Documents;

(c) the Excluded Liabilities; and

(d) all Losses arising from any employment by Seller of, or services rendered to Seller by, any finder, broker, agency, or other intermediary, in connection with the transactions contemplated hereby, or any allegation of any such employment or services.

9.2 Indemnification by Buyer. From and after Closing, Buyer shall jointly and severally indemnify and hold harmless Seller, its affiliates, officers and directors, agents, and representatives, and any Person claiming by or through any of them, as the case may be, from and against any and all Losses arising out of or resulting from:

(a) any representations and warranties made by Buyer in the Transaction Documents not being true and accurate when made or when required by the Transaction Documents to be true and accurate;

(b) any failure by Buyer to perform any of its covenants, agreements, or obligations in the Transaction Documents;

(c) the Assumed Liabilities; or

(d) all Losses arising from any employment by Buyer of, or services rendered to Buyer by, any finder, broker, agency, or other intermediary, in connection with the transactions contemplated hereby, or any allegation of any such employment or services.

9.3 Procedure for Indemnified Third Party Claim. Promptly after receipt by a party entitled to indemnification hereunder (the "Indemnitee") of written notice of the assertion or the commencement of any Litigation with respect to any matter referred to in Sections 9.1 or 9.2, the Indemnitee shall give written notice thereof to the party from whom indemnification is sought pursuant hereto (the "Indemnitor") and thereafter shall keep the Indemnitor reasonably informed with respect thereto; provided, however, that failure of the Indemnitee to give the Indemnitor notice as provided herein shall not relieve the Indemnitor of its obligations hereunder except to the extent that the Indemnitor is prejudiced by such failure. In case any Litigation shall be brought against any Indemnitee, the Indemnitor shall be entitled to participate in such Litigation and, at its option, to assume the defense thereof with counsel satisfactory to the Indemnitee, at the Indemnitor's sole expense. If the Indemnitor shall assume the defense of any Litigation, it shall not settle the Litigation unless the settlement shall include as an unconditional term thereof the giving by the claimant or the plaintiff of a release of the Indemnitee, satisfactory to the Indemnitee, from all liability with respect to the such Litigation.

9.4 Survival. The representations and warranties of Buyer and Seller in the Transaction Documents shall survive Closing for a period of six months (the "Survival Period"). Neither Seller nor Buyer shall have any liability under Sections 9.1 or 9.2, respectively, unless a claim for Losses for which indemnification is sought thereunder is asserted by the party seeking indemnification thereunder by written notice to the party from whom indemnification is sought during the Survival Period. To the extent one or more written notices of such claims for Losses are delivered in a timely fashion, the recipient's liability under Sections 9.1 or 9.2 shall be limited to the claims set forth in such notices.

9.5 Determination of Indemnification Amounts and Related Matters. Seller shall have no liability under Section 9.1, (i) unless and until the aggregate amount of Losses otherwise subject to its indemnification obligations under such Sections exceed \$15,000, at which time Seller shall be obligated to indemnify only for such Losses in excess of such amount; and (ii) to the extent that the aggregate amount of all such Losses exceeds \$80,000.

9.6 Duty to Mitigate. Each Indemnitee under this Article 9 shall be obligated in connection with any claim for indemnification under this Article 9 to use all commercially reasonable efforts to mitigate damages upon and after obtaining actual knowledge of a breach of this Agreement which would give rise to a claim for indemnification hereunder.

9.7 Effect of Knowledge. None of Buyer or Seller will be indemnified pursuant to this Article 9 for breaches of representations, warranties, covenants and agreements in this Agreement or in any certificate or document delivered pursuant to this Agreement to the

extent that such party seeking indemnification was aware of the facts, circumstances or events underlying such indemnification claim prior to the Closing and proceeded to consummate the Closing despite such awareness.

9.8 Exclusive Remedy. The parties agree that, in the absence of intentional fraud, each party's sole and exclusive remedy for breach of this Agreement shall be limited to the indemnification provisions of this Article 9.

9.9 Tax Treatment of Indemnification Payments. Buyer and Seller agree to treat any indemnification payments made pursuant to this Agreement as an adjustment to the Purchase Price for all Tax purposes, unless otherwise required by applicable Legal Requirements.

10. Miscellaneous Provisions.

10.1 Expenses. Except as otherwise provided in Section 10.13 or elsewhere in this Agreement, each of the parties shall pay its own expenses and the fees and expenses of its counsel, accountants, and other experts in connection with this Agreement.

10.2 Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party hereto, shall be deemed to constitute a waiver by the party taking the action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of any condition or of a breach of another provision of this Agreement shall not operate or be construed as a waiver of any other condition or subsequent breach. The waiver by any party of any of the conditions precedent to its obligations under this Agreement shall not preclude it from seeking redress for breach of this Agreement other than with respect to the condition so waived.

10.3 Notices. All notices, requests, demands, applications, services of process, and other communications which are required to be or may be given under this Agreement or any Transaction Document shall be in writing and shall be deemed to have been duly given if sent by telecopy or facsimile transmission, answer back requested, or delivered by courier or mailed, certified first class mail, postage prepaid, return receipt requested, to the parties hereto at the following addresses:

To Buyer:

Satview Broadband LTD.
3550 Barron Way #13A
Reno, NV 89511
Attention: Tariq Ahmad
Facsimile: (775) 333-0225

To Seller:

Baja Broadband LLC
1061 521 Corporate Center Drive, Suite 100
Fort Mill, SC 29707
Attention: Peter Kahelin
Facsimile:

Copies (which shall not constitute notice):

Edwards Wildman Palmer LLP
2800 Financial Plaza
Providence, RI 02903
Attn: Robert E. Baute, Jr.
email: rbaute@edwardswildman.com

or to such other address as any party shall have furnished to the other by notice given in accordance with this Section. Such notice shall be effective, (i) if delivered in person or by courier, upon actual receipt by the intended recipient, or (ii) if sent by telecopy or facsimile transmission, when answer back is received, or (iii) if mailed, upon the earlier of five days after deposit in the mail and the date of delivery as shown by the return receipt therefor.

10.4 Entire Agreement; Amendments. This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect thereto. This Agreement may not be modified orally, but only by an agreement in writing signed by the party or parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

10.5 Binding Effect; Benefits. This Agreement shall inure to the benefit of and will be binding upon the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns. Neither Buyer nor Seller shall assign (by operation of law or otherwise) this Agreement or delegate any of its duties hereunder to any other Person without the prior written consent of the other. For purposes of this Section any change in control of Buyer or Seller shall constitute an assignment of this Agreement.

10.6 Headings, Schedules, and Exhibits. The section and other headings in this Agreement are for reference purposes only and will not affect the meaning of interpretation of this Agreement. Reference to Schedules or Exhibits shall, unless otherwise indicated, refer to the Exhibits and Schedules attached to this Agreement, which shall be incorporated in and constitute a part of this Agreement by such reference. Any item that could be deemed to be properly disclosable on more than one Schedule to this Agreement shall be deemed to be properly disclosed on all such Schedules if it is disclosed in reasonable detailed on any Schedule to the Agreement.

10.7 Facsimile Signature; Counterparts. This Agreement may be executed by facsimile in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument.

10.8 Governing Law; Venue. This Agreement and any claim, controversy or cause of action based upon, arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement (including without limitation any claims based upon, arising out of or relating to any representation or warranty made in, in connection with or as an inducement to enter into this Agreement) shall be governed by the law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware. Any action between Buyer and Seller with respect to such matters shall be brought and maintained only in the state or U.S. Federal courts in the State of Delaware, and Buyer and Seller each waives any right to object to any such court as an inconvenient or improper forum.

10.9 WAIVER OF TRIAL BY JURY. EACH OF THE PARTIES HERETO WAIVES THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LAWSUIT, ACTION OR PROCEEDING SEEKING ENFORCEMENT OF SUCH PARTY'S RIGHTS UNDER THIS AGREEMENT.

10.10. Severability. Any term or provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the Person intended to be benefited by such provision or any other provisions of this Agreement.

10.11 Third Parties; Joint Ventures. This Agreement constitutes an agreement solely among the parties hereto, and, except as otherwise provided herein, is not intended to and will not confer any rights, remedies, obligations, or liabilities, legal or equitable, including any right of employment, on any Person (including but not limited to any employee or former employee of Seller) other than the parties hereto and their respective successors, or assigns, or otherwise constitute any Person a third party beneficiary under or by reason of this Agreement. Nothing in this Agreement, expressed or implied, is intended to or shall constitute the parties hereto partners or participants in a joint venture.

10.12 Construction. This Agreement has been negotiated by Buyer and Seller and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

10.13 Attorneys' Fees. If any Litigation between Seller and Buyer with respect to this Agreement or the transaction contemplated hereby shall be resolved or adjudicated by a Judgment of any court, the party prevailing under such Judgment shall be entitled, as part of such Judgment, to recover from the other party its reasonable attorneys' fees and costs and expenses of litigation.

10.14 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, the Buyer agrees and acknowledges that no recourse under this Agreement or

any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, general or limited partner or member of the Seller or of any Affiliate, partner, member or assignee thereof, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future director, officer, agent or employee of the Seller or any current or future partner or member of the Seller or of any Affiliate or assignee thereof, as such, for any obligation of the Seller under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

10.15 Disclaimer of Warranties. Except as stated in Article 4 of this Agreement, Seller hereby expressly disclaims any and all warranties or representations made to the Buyer, whether relating to the condition, the operation, the adequacy or otherwise of the Assets. IN THAT CONNECTION, BUYER HEREBY AGREES THAT IT WILL ACCEPT THE ASSETS "AS IS" AND "WHERE IS" AND BUYER ACKNOWLEDGES THAT IT, TOGETHER WITH ITS ADVISORS, HAS MADE ITS OWN INVESTIGATION OF THE LICENSES AND THE ASSETS AND IS NOT RELYING ON ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR UPON ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE PROSPECTS (FINANCIAL OR OTHERWISE) OR THE VIABILITY OR LIKELIHOOD OF SUCCESS OF THE BUSINESS AFTER THE CLOSING, PROVIDED ORALLY OR CONTAINED IN ANY MATERIALS PROVIDED BY SELLER, ANY OF ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, MEMBERS, PARTNERS OR REPRESENTATIVES OR OTHERWISE.

[SIGNATURE PAGE FOLLOWS]

Buyer and Seller have executed this Agreement as of the date first written above.

BUYER:

SATVIEW BROADBAND LTD.

By: 

Name: Tarek Ahmad

Title: President

SELLER:

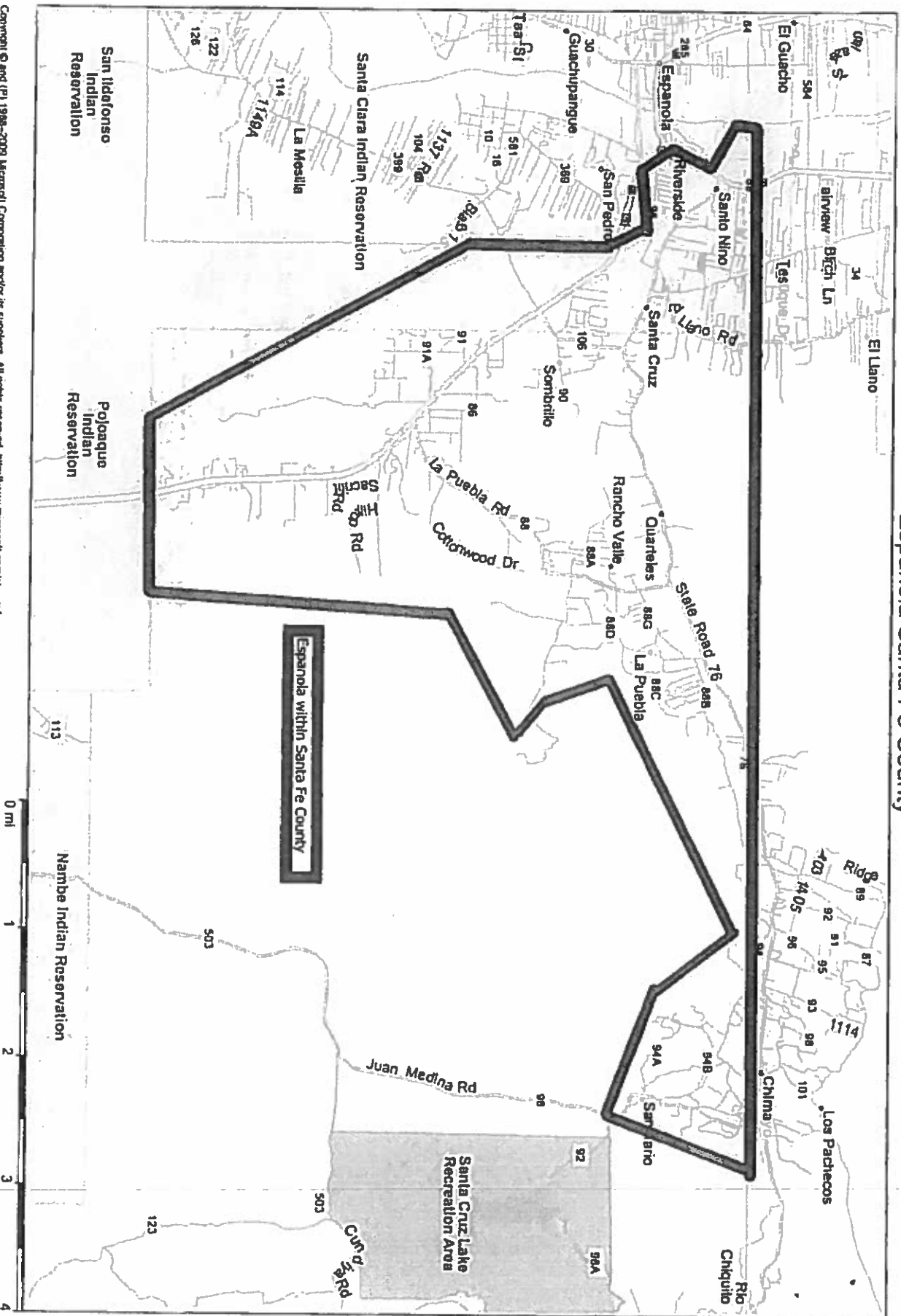
BAJA BROADBAND, LLC

By: 

Name: Peter Kanelin

Title: Chief Executive Officer

Espanola Santa Fe County





Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: January 7, 2014

TO: Board of County Commissioners

FROM: Julia Valdez, Constituent Services Liaison, Manager's Office

VIA: Katherine Miller, County Manager

ITEM AND ISSUE:

Request Authorization to Publish Title and General Summary of an Ordinance to Establish a Living Wage (Commissioners Stefanics and Chavez)

BACKGROUND

There is a large overlap between the poverty population and the people who would be benefited by the minimum wage increase.

Santa Fe County supports low income residents through taxpayer-funded social services – i.e., healthcare, public housing, affordable housing, behavioral health services, emergency services and other social services.

Creating a minimum wage in the unincorporated area of the county at \$10.50 could help lift residents of Santa Fe County out of poverty and reduce the ranks of our poor.

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**

ORDINANCE NO. 2014-____

**AN ORDINANCE ESTABLISHING A LIVING WAGE
WITHIN SANTA FE COUNTY; SPECIFYING EMPLOYERS SUBJECT TO THE
LIVING WAGE; MAKING FINDINGS AS TO THE NECESSITY OF A LIVING WAGE;
ESTABLISHING A PROHIBITION ON RETALIATION FOR REPORTING
VIOLATIONS OF THE LIVING WAGE; PROVIDING FOR REMEDIES AND
PENALTIES; SPECIFYING ENFORCEMENT OFFICERS; PROVIDING THE
PROCESS TO BE EMPLOYED UPON COMPLAINTS OF VIOLATION;
ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY:**

SECTION 1 – AUTHORITY.

This Ordinance is enacted pursuant to the authority in NMSA 1978, § 4-37-1 (1975) (as amended) to make and publish any ordinance to discharge the powers not inconsistent with statutory or constitutional limitations placed on counties and to exercise powers that are necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the County's inhabitants, and NMSA 1978, § 4-37-3 (1993) (as amended) which permits prosecution of violations of County ordinances in any court of competent jurisdiction.

SECTION 2 – APPLICABILITY.

A. This Ordinance shall be effective within the exterior unincorporated boundaries of Santa Fe County.

B. Santa Fe County government shall pay a living wage as established by this Ordinance to all permanent workers employed by the County. However, the provisions of this sub-section are expressly limited by and subject to union negotiations, as appropriate.

C. As of the effective date of this ordinance, contracts entered into by Santa Fe County government for services, including construction services, shall require the contractor to pay the living wage established by this Ordinance if the total contract amount of the contract is, or by way of amendment becomes, equal to or greater than thirty thousand dollars (\$30,000).

D. Businesses who undertake an economic development project and execute a project participation agreement with Santa Fe County shall pay the living wage established by this Ordinance for the duration of the project.

E. Businesses required by Santa Fe County Ordinance to have a business license from Santa Fe County shall pay the living wage established by this Ordinance.

F. For purposes of identifying who shall be paid the living wage established by this Ordinance, all individuals employed by or providing work to an employer identified in subsections A through E above, whether on a part-time, full-time or temporary basis, shall be considered to be an employee for purposes of this Ordinance. Also considered an employee for purposes of this Ordinance are contingent or contracted workers, and persons working through a temporary service, staffing or employment agency or similar entity. However, the following shall not be considered employees entitled to the living wage established by this Ordinance:

(1) An individual employed by the United States, the state or any political subdivision of the state other than Santa Fe County;

(2) An individual engaged in the activities of an educational; charitable, religious or nonprofit organization where the employer-employee relationship does not, in fact, exist or where the services rendered to such organizations are on a voluntary basis;

(3) Students regularly enrolled in primary or secondary schools working after school hours or on vacation;

(4) Apprentices otherwise provided by law (apprentices are those bound to serve another for a specified time in order to learn some art, trade, profession, or business and must qualify as an apprentice under 11.1.2.19 NMAC which requires among other things a certification showing the registration status of the apprentice and a written apprenticeship agreement);

(5) G.I. bill trainees while under training;

(6) Seasonal employees of an employer obtaining and holding a valid certificate issued annually by the director of the labor relations division of the workforce solutions department;

(7) Any employee that is the parent, spouse, child or other member of the employer's immediate family; for purposes of this subsection, the employer shall include the principal stockholder of a family corporation;

(8) Interns working for a business for academic credit in connection with a course of study at an accredited school, college or university;

(9) Persons working for a business in connection with a court-ordered community service program; and

(10) Any person who has received a certificate from the state labor commissioner pursuant to NMSA 1978, Section 50-4-23 (preventing curtailment of opportunities for employment of persons with a disability).

SECTION 3 – FINDINGS.

A. The Board of County Commissioners (hereinafter referred to as “the Board”) finds that the public welfare, health, safety and prosperity of citizens of Santa Fe County requires that citizens be paid a living wage sufficient to ensure a decent and healthy life;

B. The Board finds that establishing a mandatory minimum hourly wage will promote the public welfare, health, safety and prosperity by ensuring that citizens can better support and care for their families through their own efforts;

C. According to the United States Census Bureau:

(1) The average earnings per capita in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) above the national average; and

(2) Fifteen and six-tenths percent (15.6%) of residents in Santa Fe County lived below the poverty level between 2007 and 2011;

D. The Board finds that housing costs in Santa Fe County are higher than in most other parts of New Mexico, and low income workers spend a disproportionate percentage of their income sheltering themselves and their families;

E. The Board finds that when businesses do not pay adequate wages, the community bears the cost in the form of increased demand for taxpayer-funded social services;

F. Santa Fe County developed an affordable housing program that requires developers to include affordable homes in each subdivision, down payment assistance, assistance with roof repairs and other housing-related benefits;

G. The Board finds that it has expended public funds to provide summer programs for children residing in the County and to fund medical care for indigent residents; and

H. The Board finds that it is in the public interest to require that employers benefiting from the opportunity to do business in Santa Fe County pay employees a living wage that is adequate to meet the basic needs of living in Santa Fe County.

SECTION 4 – LIVING WAGE PAYMENT REQUIREMENTS.

A. The living wage paid to an employee shall be \$10.50 per hour. Beginning January 1, 2015, and each January 1 thereafter, the minimum wage shall be adjusted upward based on the percentage increase, if any, as of August of the immediately preceding year over the level as of August of the previous year, of the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers, U.S. City Average for All items. Santa Fe County shall post the living wage on the Santa Fe County website after this Ordinance becomes effective and prior to each adjustment of the living wage.

B. An employee who customarily and regularly receives more than thirty dollars (\$30.00) a month in tips shall be paid at least a base wage of five dollars and sixteen cents (\$5.16). The employer may consider tips and commissions as part of wages, but the tips and commissions combined with the employer's cash wage shall not equal less than the living wage as provided in subsection A of this section. All tips received by such employee shall be retained by the employee, except that nothing in this section shall prohibit the pooling of tips among employees. Where employees practice tip pooling or splitting (as where staff give a portion of their tips to bus persons), only the amount actually retained by each employee shall be considered part of that employee's wages. Beginning January 1, 2015, and each January 1 thereafter, the base wage shall be adjusted upward based on the percentage increase, if any, as of August of the immediately preceding year over the level as of August of the previous year, of the Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers, U.S. City Average for All items. Santa Fe County shall post the base wage on the Santa Fe County website after this Ordinance becomes effective and prior to each adjustment of the base wage.

SECTION 5 - PROHIBITION AGAINST RETALIATION AND CIRCUMVENTION.

It shall be unlawful for any employer or employer's agent or representative to discharge, demote, deny promotion to or in any way discriminate against an employee in the terms or conditions of employment in retaliation for the person asserting a claim or right pursuant to this Ordinance or assisting another person to do so.

SECTION 6 – REMEDIES AND PENALTIES.

A. A person violating this Ordinance shall be guilty of a misdemeanor and, upon conviction, may be punished in accordance with NMSA 1978, Section 4-37-3 (1975)(as amended). A person violating any of the requirements of this Ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred. This Ordinance may be enforced by a duly authorized code enforcement officer.

B. The remedies provided in this Ordinance are not exclusive, and nothing in this Ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

SECTION 7 – PROSPECTIVE APPLICATION.

Nothing in this Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an *ex post facto* law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, §19.

SECTION 8 – SEVERABILITY.

The requirements and provisions of this Ordinance are severable. In the event that any requirement, provision, part, subpart or clause of this Ordinance, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the Board that the remainder of the Ordinance be enforced to the maximum extent possible consistent with the objective of ensuring a living wage.

SECTION 9 – NOTICE POSTING.

Any holder of a Santa Fe County business license shall, as a condition of obtaining or holding a Santa Fe County business license, post and display in a prominent location next to its business license a notice, in English and Spanish, that the business is in compliance with the provisions of this Ordinance.

SECTION 10 – PROCEDURE.

Violations of this Ordinance shall be investigated and prosecuted consistent with the process employed concerning alleged violations of the Sustainable Land Development Code, as amended. A complaint form for use in reporting violations of this Ordinance shall be available on the County webpage for use in reporting violations.

SECTION 11 – EFFECTIVE DATE.

This Ordinance shall become effective sixty (60) days after its adoption by the Board.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2014.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

By: _____
Daniel W. Mayfield, Chair

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

First Public Draft
January 6, 2014

SANTA FE COUNTY FISCAL IMPACT REPORT (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed ordinance or resolution as to its direct impact upon the County's operating budget and is intended for use by staff of the Human Resources and Finance Divisions, the County Manager and the governing body of Santa Fe County. Ordinances/resolutions with a fiscal impact must be reviewed by the Finance Division Director or the Budget Administrator. Ordinances/resolutions with proposed staffing increases must be reviewed and approved by the Human Resources staff and approved by the County Manager before presentation to the Board of County Commissioners (BCC).

Please refer to the instructions on how to complete this form.

Section A. General Information

☒ Ordinance ☐ Resolution ☐ Other

A single FIR may be used for related ordinances and/or resolutions.

Short Title(s): An Ordinance Establishing a Living Wage Within Santa Fe

Reviewing Division(s): Growth Management/Finance

Person Completing FIR: Julia Valdez

Date: 1/6/2014 Phone: 986-6202

Section B. Summary

Briefly explain the purpose and major provisions of the ordinance/resolution.

This ordinance establishes a \$10.50 living wage 60 days after enactment.

Beginning January 1, 2015 and each January 1 thereafter, the minimum wage will be adjusted upward based on the percentage increase of the Consumer Price Index.

Section C. Fiscal Impact

NOTE: Financial information on this FIR does not directly translate into a Santa Fe County budget increase.

- a. The item must be presented to the Finance Division for analysis and recommendation as a potential request to increase the existing budget for the county.
- b. Detailed budget information must be included, such as funding source, amounts and justification.

- c. Detailed salary and benefit for new full-time equivalents (FTE's) must be included. The request must be approved by the staff of the Human Resources Division for each new FTE request.

1. Projected Expenditures:

- Indicate Fiscal Year(s) affected – the current fiscal year and the following three fiscal years, where applicable
- Indicate: "A" if current budget and level of staffing will absorb the costs
"N" if new, additional, or increased budget or staffing will be required
- Indicate: "R" if recurring annual costs
Indicate: "NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
- Attach additional projection schedules if four years does not adequately project revenue and costs patterns
- Costs may be netted or show as an offset if some cost savings are projected (please explain further in Section 3 Narrative)
- Please provide additional fiscal impact information for years 3 and 4 in the Expenditure/Revenue Narrative.
- This form allows for information related to two fiscal years. Please note *info* relation to other fiscal years in narrative 3.

Exp. Classification	FY 14	"A" or "N"	"R" or "NR"	FY 15	"A" or "N"	"R" or "NR"	Funds affected
Salary and Benefits				\$52,416	N	R	General
Maintenance							Select or type...
Other Operating				\$2,000	N	NR	General
Contractual Services							Select or type...
Capital Requirements				\$28,735	N	NR	General
Total	\$0			\$83,151			

*Any indication that additional staffing would be required must be reviewed and approved in advance by the County Manager by attached memo before release of FIR to the Board of County Commissioners (BCC).

** For salary and benefit information contact the Finance Division, or attach the New FTE Request form to provide necessary information.

2. Revenue Sources:

- To indicate new revenues and/or
- Required for costs for which new expenditure budget is proposed above in item 1.
- Please provide additional fiscal impact information for years 3 and 4 in the Expenditure/Revenue Narrative.

Type of Revenue	FY 14	"R" or "NR"	FY 15	"R" or "NR"	Funds Affected
				Select..	Select or type...
Total	\$0		\$0		

3. Expenditure/Revenue Narrative:

Explain expenditures, grant match requirements, justify salary and benefit costs for new FTE request, detail capital and operating uses, etc. Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. (Attach supplemental page, if necessary). Also, provide expanded information for fiscal year three and four impact for both revenue and expenditures.

If approved, this ordinance will require the approval of a new FTE by the board of county commissioners. The FTE classification is that of a Code Enforcement Officer. The new requirement will increase the support required of the General Fund annually by \$52,416. One-time costs include training, laptop and a vehicle totaling \$27,685.

Section D. General Narrative**1. Conflicts:**

Does this proposed ordinance/resolution duplicate/conflict with/companion to/relate to any County code, approved ordinance or resolution, other adopted policies and legislation? Include details of county adopted ordinances/resolutions and dates. Summarize the relationships, conflicts or overlaps.

None

2. Consequences of Not Enacting This Ordinance/Resolution:

Are there consequences of not enacting this ordinance/resolution? If so, describe.

Establishing a mandatory minimum hourly wage will promote the public welfare, health, safety and prosperity by ensuring that citizens can better support and care for their families through their own efforts.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None. This is a new ordinance.

4. Community Impact:

Briefly describe the major positive or negative effects the ordinance/resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.


According to the United States Census Bureau:

The average earnings per capita in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) above the national average; Fifteen and six-tenths percent (15.6%) of residents in Santa Fe County lived below the poverty level between 2007 and 2011.

Housing costs in Santa Fe County are higher than in most other parts of New Mexico, and low income workers spend a disproportionate percentage of their income sheltering themselves and their families.

It is in the public interest to require that employers benefiting from the opportunity to do business in Santa Fe County pay employees a living wage that is adequate to meet the basic needs of living in Santa Fe County. Creating a minimum wage in the unincorporated area of the county at \$10.50 could help lift residents of Santa Fe County out of poverty and reduce the ranks of our poor.

 No file attached  No file attached  No file attached

 Valid signature - Signed by Julia Valdez
Tuesday, January 07, 2014 10:54:00 AM

Julia Valdez 1/7/14

Detailed Information Regarding New FTE / Staff Request

Classification: Code Enforcement Officer

Range: 16

Hourly Range: 13.9038 - 20.8557

Salary Hourly \$18 Annual \$37,440

Hours in a fiscal year used to calculate annual salary: Regular / Corrections / RECC 2080 hours
Fire 2312 hours

Benefits Percentage 40 % Annual \$14,976

Percentages used to calculate benefits: 40% Regular / Corrections / RECC
50% Fire**Other Associated Costs:****Initial Cost****Recurring Operational Costs**

Work station:

Computer:

Laptop: \$823

Cell Phone: \$100

\$600

Vehicle: \$26,712

\$1,000

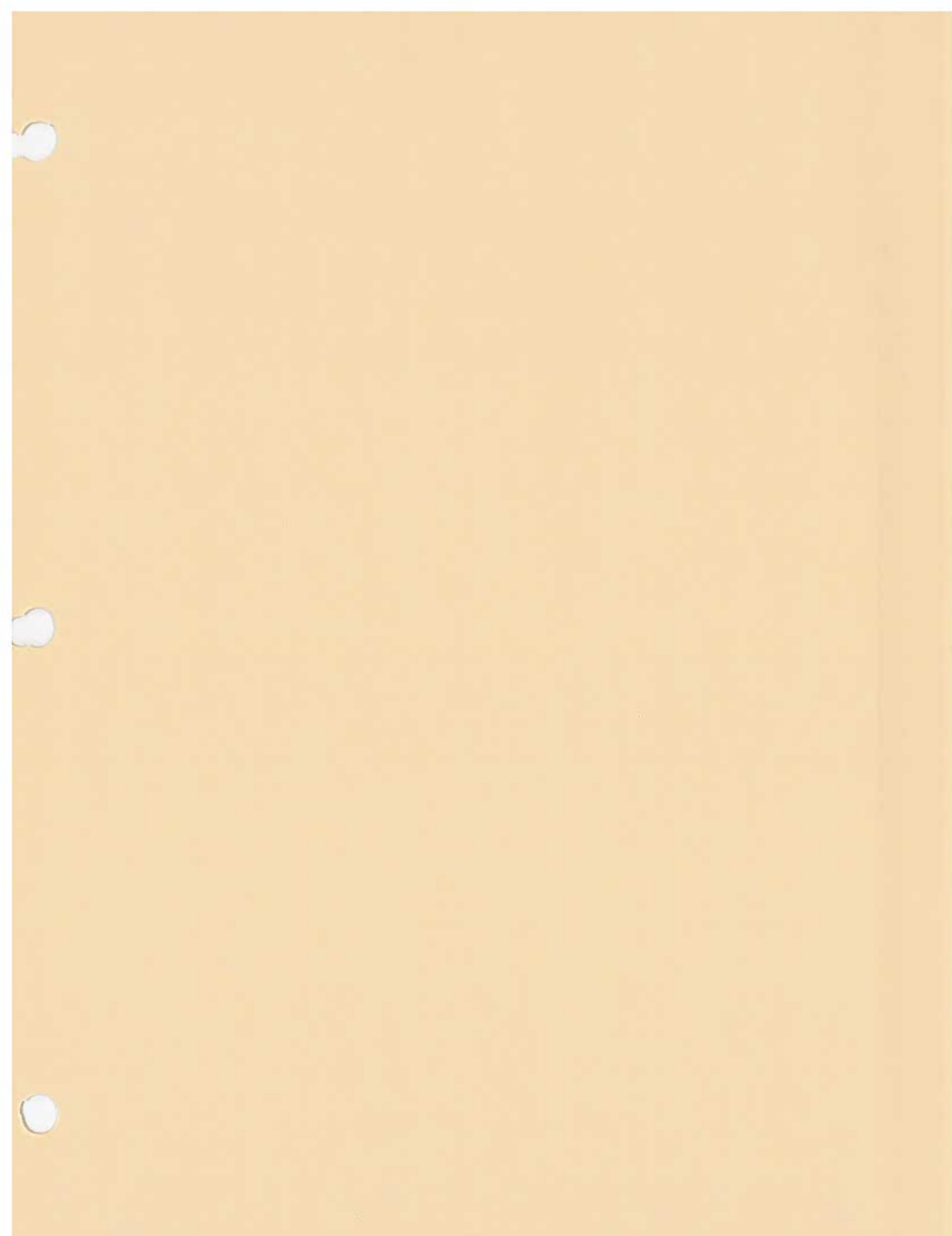
Uniform: \$1,100

Other:

TOTAL \$52,416

1600.

[Click here to sign this section](#)



NO PACKET MATERIAL FOR THIS ITEM

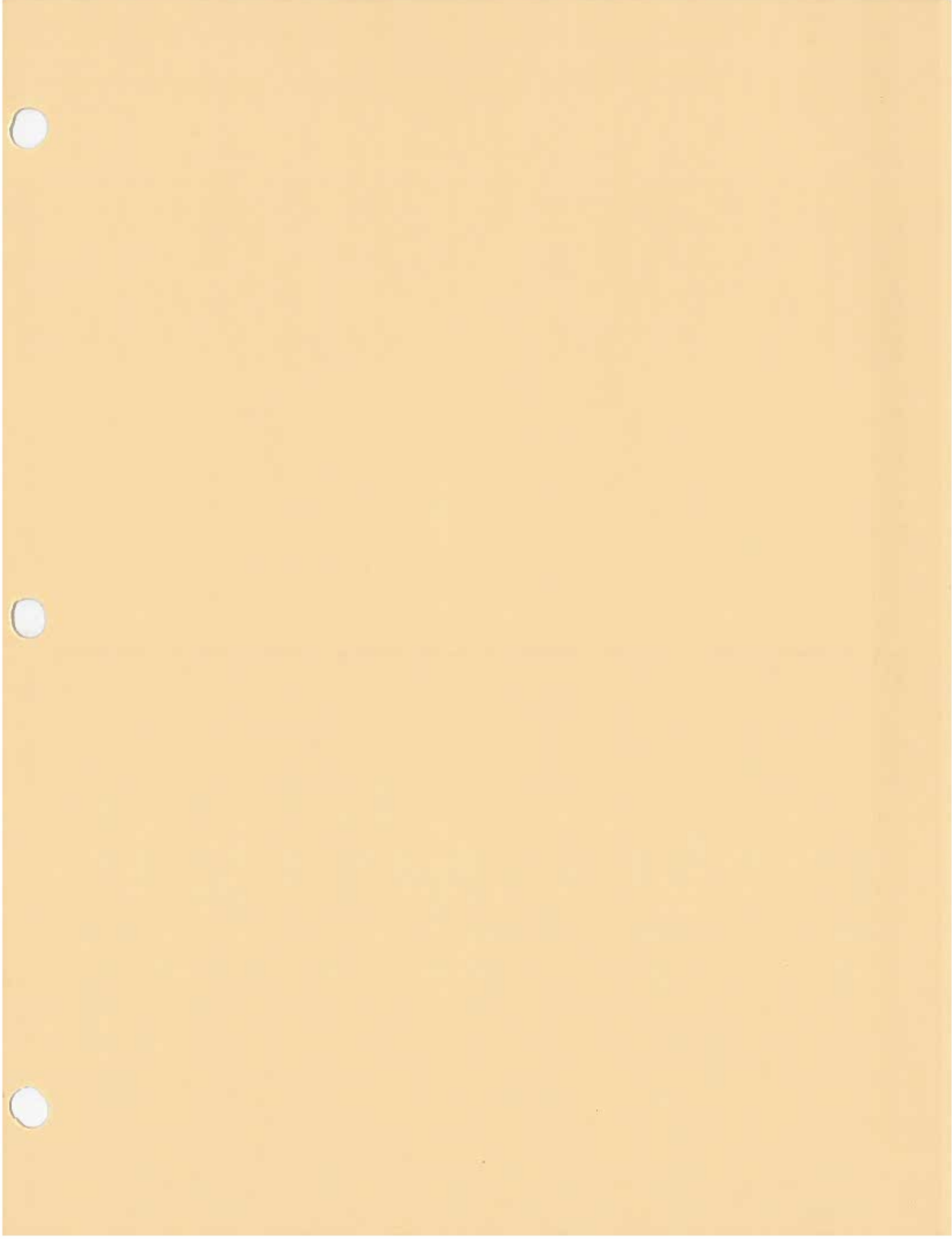


NO PACKET MATERIAL FOR THIS ITEM

4. Matters of Public Concern



NO PACKET MATERIAL FOR THIS ITEM



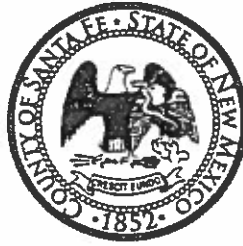
NO PACKET MATERIAL FOR THIS ITEM



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Date: January 8, 2014
To: Board of County Commissioners
From: Hvtce Miller, Legislative Liaison
Subject: Legislative Update for 1-14-14 BCC Meeting

Attached, please find the informational materials for the Legislative Update.

2014 pre-filed legislation related to Santa Fe County initiatives (as of 1/7/14)

66 Senate items pre-filed

48 House items pre-filed

Pre-filed legislation period 12/16/13 through 1/17/14

BILLS

Related to: Future Capital Outlay Projects

Bill: SB20

Sponsors: Campos, P. (D8)

Title: CAPITAL OUTLAY REVIEW AND MONITORING PROCESS

Summary: (Nearly identical to 2013 SRC substitute for SB507) Overhauls the capital outlay review and monitoring processes in state government.

Related: 2013:SB507

Related to: Proposed SFC ordinance change (scheduled for 1/14/14 commission meeting) regarding e-cigarettes

Bill: HB15

Sponsors: Bandy (R3)

Title: TOBACCO PRODUCTS AND E-CIGARETTE ACT

Summary: (For the Tobacco Settlement Revenue Oversight Committee) Expands and renames the existing Tobacco Products Act to include e-cigarettes within the Tobacco Products and E-Cigarette Act. Prohibits the sale of e-cigarettes to minors in person or via the internet; specifies ID requirements and penalties.

Legislator	Capital Improvement Projects (Total Cost of Project)
Representative Debbie Rodella	<p>Pojoaque Sports Fields \$500,000</p> <p>Upgrade Santa Fe Fairgrounds \$1,500,000</p> <p>Solarizing Fire Stations \$1,300,000</p>
Representative Jim Trujillo	<p>Upgrade the La Bajada Water System \$250,000</p> <p>La Cienega Community Center and Library \$530,000</p> <p>Construction and Completion of Romero Park, \$1,000,000</p> <p>Upgrade Santa Fe Fairgrounds \$1,500,000</p> <p>Solarizing Fire Stations \$1,300,000</p>
Representative Carl Trujillo	<p>Upgrade Chupadero Water System, Phase 1 \$300,000</p> <p>Pojoaque Sports Fields \$500,000</p> <p>Upgrade Santa Fe Fairgrounds \$1,500,000</p> <p>Solarizing Fire Stations \$1,300,000</p>
Representative Stephanie Garcia Richard	<p>Upgrade the La Bajada Water System \$250,000</p> <p>Eldorado Spur Transmission Line \$400,000</p> <p>Design and construct waste water collection system for Taylor, Las Lagunitas, Carlson Subdivisions \$345,000</p> <p>South Hwy. 14 Senior/Community Center, phase 1 \$800,000</p> <p>La Cienega Community Center and Library \$530,000</p>

	Upgrade Santa Fe Fairgrounds \$1,500,000 Solarizing Fire Stations \$1,300,000
Representative Brian Egolf	Upgrade Water System at Tank 4 Site – Eldorado Water and Sanitation District \$300,000 Design and construct waste water collection system for Taylor, Las Lagunitas, Carlson Subdivisions \$345,000 Lamy Bulk Water Project \$165,000 Eldorado Spur Transmission Line \$400,000 South Hwy. 14 Senior/Community Center,phase 1 \$800,000 Equip all Santa Fe County Fire Stations to Solar Power \$1,300,000 Upgrade Santa Fe Fairgrounds \$1,500,000 Solarizing Fire Stations \$1,300,000
Representative Jim Smith	Eldorado Spur Transmission Line \$400,000 Regional Stanley Wellness Center,phase 1 \$1,200,000 South Hwy. 14 Senior/Community Center,phase 1 \$800,000 Upgrade Santa Fe Fairgrounds \$1,500,000 Solarizing Fire Stations \$1,300,000
Representative Luciano “Lucky” Varela	Replace Lift Station Facility for Vista Aurora Sewer System \$102,000 South Hwy. 14 Senior/Community Center,phase 1 \$800,000

	Upgrade Santa Fe Fairgrounds \$1,500,000 Solarizing Fire Stations \$1,300,000
Representative Vickie Perea	Lamy Bulk Water Project \$165,000 Upgrade Water System at Tank 4 Site – Eldorado Water and Sanitation District \$300,000 Upgrade Santa Fe Fairgrounds \$1,500,000 Solarizing Fire Stations \$1,300,000
Representative Tomas Salazar	Regional Stanley Wellness Center,phase 1 \$1,200,000 Upgrade Santa Fe Fairgrounds \$1,500,000 Solarizing Fire Stations \$1,300,000
Senator Sue Wilson Beffort	Regional Stanley Wellness Center,phase 1 \$1,200,000 Upgrade Santa Fe Fairgrounds \$1,500,000 Solarizing Fire Stations \$1,300,000
Senator Carlos Cisneros	Upgrade Chupadero Water System, Phase 1 \$300,000 Upgrade Santa Fe Fairgrounds \$1,500,000 Pojoaque Sports Fields \$500,000 Solarizing Fire Stations \$1,300,000
Senator Phil Griego	Design and construct waste water collection system for Taylor, Las Lagunitas, Carlson Subdivisions \$345,000 Lamy Bulk Water Project \$165,000

	Upgrade the La Bajada Water System \$250,000 South Hwy. 14 Senior/Community Center, phase 1 \$800,000 La Cienega Community Center and Library \$530,000 Construction and Completion of Romero Park, \$1,000,000 Upgrade Santa Fe Fairgrounds \$1,500,000 Solarizing Fire Stations \$1,300,000
Senator Peter Wirth	Upgrade Chupadero Water System, Phase 1 \$300,000 Lamy Bulk Water Project \$165,000 Upgrade Water System at Tank 4 Site – Eldorado Water and Sanitation District \$300,000 Upgrade Santa Fe Fairgrounds \$1,500,000 Solarizing Fire Stations \$1,300,000
Senator Nancy Rodriguez	Replace Lift Station Facility for Vista Aurora Sewer System \$102,000 Construction and Completion of Romero Park, \$1,000,000 Upgrade Santa Fe Fairgrounds \$1,500,000 Solarizing Fire Stations \$1,300,000
Senator Richard Martinez	Upgrade Chupadero Water System, Phase 1 \$300,000 Upgrade Santa Fe Fairgrounds \$1,500,000 Pojoaque Sports Fields \$500,000 Solarizing Fire Stations \$1,300,000



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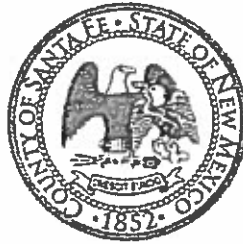
EXECUTIVE SESSION



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: December 24, 2013

TO: Board of County Commissioners

FROM: Jose E. Larrañaga, Development Review Team Leader *jel*

VIA: Katherine Miller, County Manager *KM*
Penny Ellis-Green, Land Use Administrator *PEG*
Vicki Lucero, Building and Development Services Manager *VL*
Wayne Dalton, Building and Development Services Supervisor *WD*

FILE REF.: BCC CASE # MIS 13-5061 Robert and Bernadette Anaya

ISSUE:

Robert and Bernadette Anaya, Applicants, William Sutherland (Sutherland Law Firm), Agent, request reconsideration of conditions imposed by the BCC for Master Plan Zoning approval.

The property is located at 2253 Ben Lane, within the Traditional Community of Agua Fria, within Section 31, Township 17 North, Range 9 East, (Commission District 2).

SUMMARY:

This case is being tabled, at the request of the Applicant, so that the parties can work towards a resolution of this matter.



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: December 23, 2013

TO: Board of County Commissioners

FROM: Miguel "Mike" Romero, Development Review Specialist Senior *(MRE)*

VIA: Katherine Miller, County Manager *KM*
Penny Ellis-Green, Land Use Administrator *PEG*
Vicki Lucero, Building and Development Services Manager *VL*
Wayne Dalton, Building and Development Services Supervisor *WD*

FILE REF.: BCC CASE # PVEV 13-5370 Thomas Neff & Mary Lyndon Haviland Vacation
Of Easement

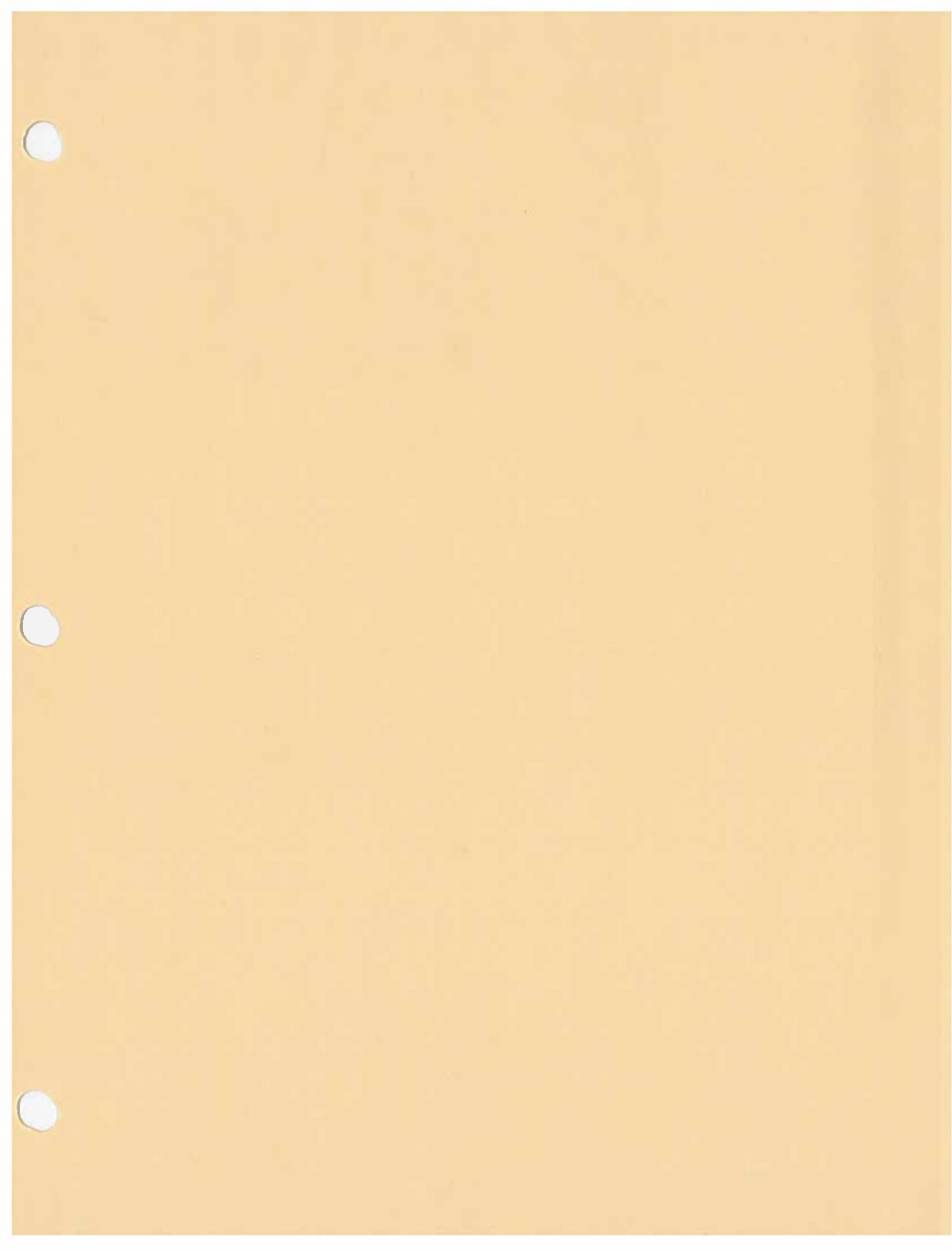
ISSUE:

Thomas Neff & Mary Lyndon Haviland, Applicants, Rick Chatroop, Agent, request approval to vacate a platted fifty foot (50') wide private access and utility easement on 1279.30 acres.

The property is located at 300 Old Cash Ranch Road, Within Section 12, Township 13 North, Range 8 East, (Commission District 3).

Summary:

This case is tabled in order for staff to meet with the Applicant's Agent to discuss issues with the vacation of easement.



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: December 31, 2013

TO: Board of County Commissioners

FROM: Vicente Archuleta, Development Review Team Leader *VA*

VIA: Katherine Miller, County Manager *KM*
Penny Ellis-Green, Land Use Administrator *PEG*
Vicki Lucero, Building and Development Services Manager *VL*
Wayne Dalton, Building and Development Services Supervisor *WD*

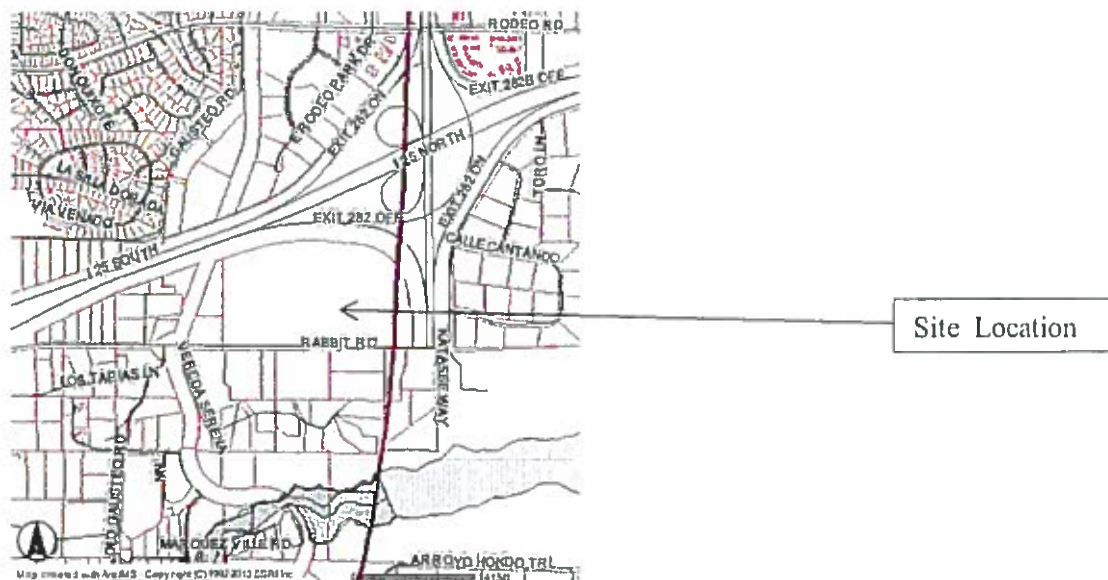
FILE REF.: BCC CASE MIS #10-5361 St Francis South Master Plat Authorization

ISSUE:

Vegas Verdes, LLC, Applicant, requests authorization to proceed with a Master Plat for the creation of up to twenty-two (22) mixed use lots on 69 acres more or less.

The property is located at 199 Rabbit Road, via St. Francis Drive, within Section 11, Township 16 North, Range 9 East, (Commission District 4).

VICINITY MAP:



SUMMARY:

Vegas Verdes, LLC., Applicant, requests Master Plat Authorization for the St. Francis South Large Scale Mixed Use Subdivision, which was approved by the Board of County Commissioners (BCC) at their meeting of December 14, 2010. (Refer to BCC Meeting Minutes in "Exhibit 4"). Approved uses include a combination of Office, Community Service, Retail, Warehouse and Residential.

The proposed request is for up to twenty-two (22) parcels ranging in size from 1.0 acre to 5.45 acres, with an average size of 2.23 acres. The Project will be developed in four (4) phases of approximately five to six lots per phase to be developed over a period of 8-10 years.

The County Land Development Code provides a process that allows an Applicant the option of submitting a Master Plat instead of a standard subdivision that specifically defines the lot and road layout.

Article V, Section 5.6.1 of the Code states, "In commercial, industrial or high density residential subdivisions which are to be developed in phases or in cases where a condominium proposes to convert to a subdivision, the Board may delegate authority to the Land Use Administrator to administratively approve a specific lot layout plan when it determines that due to the size, scale or marketing requirements that approval of a plat with a specific lot layout is in the best interest of the County and developer."

Before seeking Master Plat approval, the developer must file a petition with the Board requesting that it be permitted to obtain approval pursuant to this Section. If the Board approves the petition, the Application will be reviewed by the CDRC and the Board for Preliminary and Final Plat approval which will then be referred to as the Master Plat. (NOTE: Before Final Plat approval, the Board may rescind its intent to delegate it's authority to the Land Use Administrator if it determines that such delegation is not in the best interest of the County.)

The Applicant states: "The Master Plat Authorization is requested to allow the Land Use Administrator to administratively approve lot line adjustments and consolidations as may be necessary to accommodate the needs of future users."

This Application was submitted on December 6, 2013.

Growth Management staff has reviewed this Application for compliance with pertinent Code requirements and finds the project is in compliance with County criteria for this type of request.

APPROVAL SOUGHT:

Authorization to proceed with a Master Plat for the creation of twenty-two mixed-use lots on 69 acres for the St. Francis South Large Scale Mixed-use Subdivision.

GROWTH MANAGEMENT

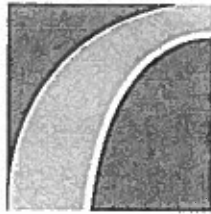
AREA: El Centro, SDA-1

FIRE PROTECTION: Hondo Fire District

STAFF RECOMMENDATION: Approval of the Applicants petition to obtain Master Plat Authorization to create up to twenty-two (22) mixed use lots on 69 acres more or less.

EXHIBITS:

1. Letter of request
2. Site Plans
3. December 14, 2010 BCC Staff Report
4. December 14, 2010 BCC Meeting Minutes
5. Aerial Photo of Site and Surrounding Areas



jenkinsgavin
DESIGN & DEVELOPMENT INC

December 6, 2013

Vicente Archuleta, Senior Development Review Specialist
Building & Development Services
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87501

**RE: St. Francis South
Master Plat Authorization Application**

Dear Vicente:

This letter is submitted on behalf of Vegas Verdes, LLC in application for Master Plat Authorization approval. The subject property is a 68.9-acre parcel located on Rabbit Road at the southwest corner of Interstate 25 and St. Francis Drive. The Master Plan for the 22-lot Large Scale Mixed-Use St. Francis South project ("the Project") was approved by the Board of County Commissioners at their meeting of December 14, 2010 as Case #Z10-5360.

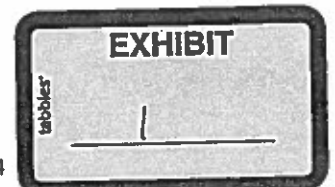
The Preliminary Plat and Preliminary Development Plan for St. Francis South are submitted simultaneously with this application. The Project encompasses twenty-two parcels ranging in size from 1.0 to 5.45 acres, with an average lot size of 2.23 acres. The Project will be developed in four phases of approximately five to six lots per phase over a period of 8-10 years. A Master Plat Authorization is requested to allow for administratively approved lot line adjustments and consolidations as may be necessary to accommodate the needs of future users.

In support of this request, the following documentation is included herewith for your review and consideration:

- ☐ Development Permit Application
- ☐ Warranty Deed & Letter of Authorization from Owner
- ☐ Legal Lot of Record Verification
- ☐ Proof of Property Taxes Paid
- ☐ Master Plat – one full size & one reduced

Finally, included herewith is a check in the amount of \$1,250.00 for the application fees, calculated as follows:

Application Fee	100.00
Inspection Fee	100.00



Master Plat Fee	1,000.00
<u>Public Notice Board 2@25.00</u>	<u>50.00</u>
Total	\$1,250.00

Please do not hesitate to call should you have any questions or need additional information.

Thank you for your consideration.

Sincerely,



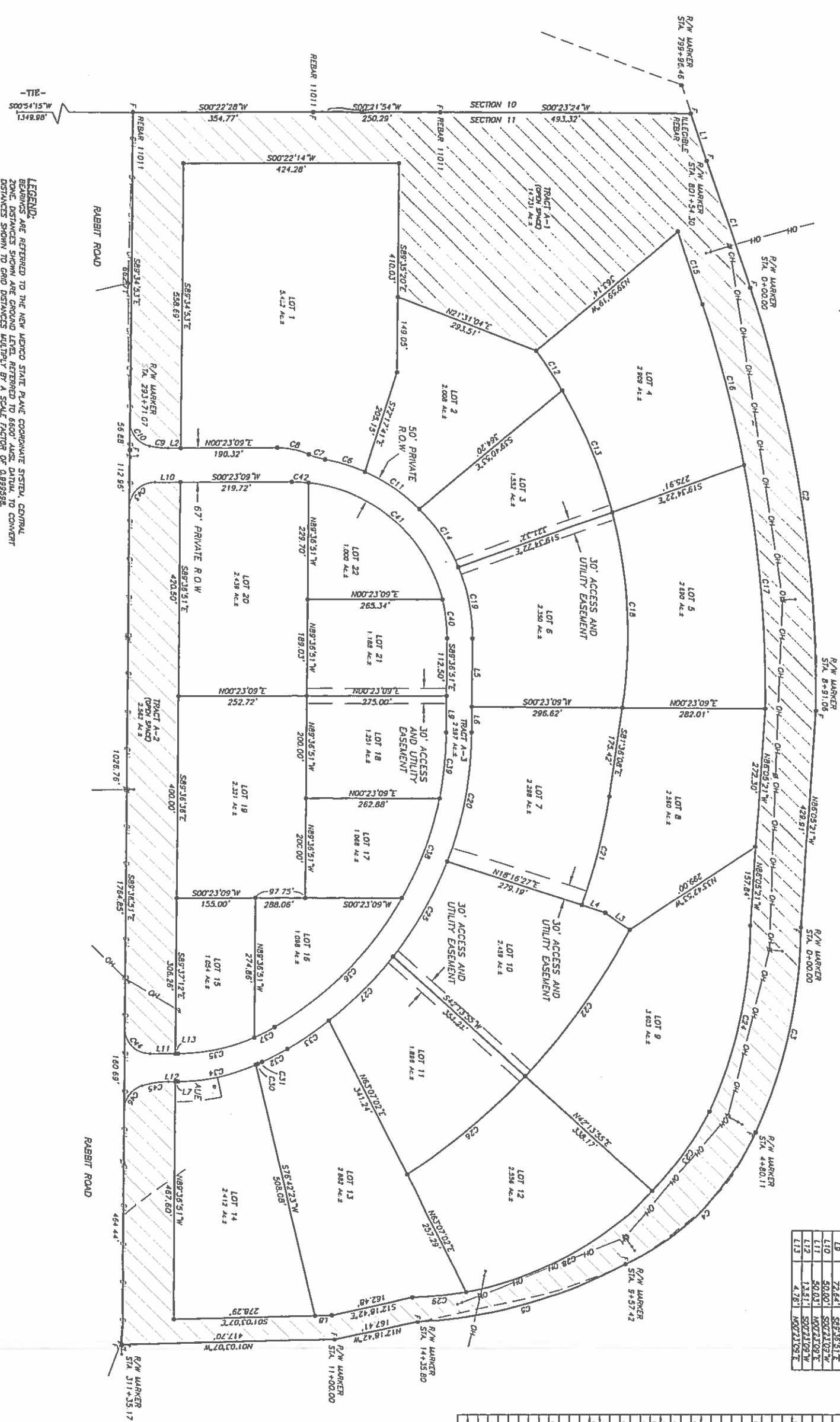
Jennifer Jenkins
JenkinsGavin Design & Development, Inc.



Colleen C. Gavin, AIA

LEGEND:
BEARINGS ARE REFERRED TO THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. DISTANCES SHOWN ARE GROUND LEVEL, REFERRED TO 8500' AUSTRALIAN DATUM, TO CONVERT DISTANCES SHOWN TO GRID DISTANCES MULTIPLY BY A SCALE FACTOR OF 0.999558.

• DENOTES FOUND MONUMENT AS SHOWN
• DENOTES REBAR TO BE SET UPON RECORDING
• DENOTES CALCULATED POINT NOT SET
• DENOTES UTILITY POLE WITH ANCHOR
• DENOTES OVERHEAD UTILITY LINES
• DENOTES EXISTING BARBED WIRE FENCE
• DENOTES OPEN SPACE TRACT



LINE	LENGTH	BEARING
L1	87.78'	S71°11'21\"
L2	74.14'	N00°21'09\"
L3	56.77'	N3°44'51\"
L4	48.43'	N18°18'27\"
L5	133.66'	N89°38'51\"
L6	51.48'	S89°38'51\"
L7	4.26'	N00°21'09\"
L8	33.20'	S01°01'07\"
L9	72.64'	S89°38'51\"
L10	50.00'	S00°21'09\"
L11	50.03'	N00°21'09\"
L12	13.51'	S00°21'09\"
L13	4.78'	N00°21'09\"

CURVE	LENGTH	RADIUS	DELTA	CHD BEARING	CHD DIST
C1	262.42'	17358.24'	0°52'02\"	S70°45'04\"	262.42'
C2	846.55'	2506.42'	1°27'10\"	S81°00'38\"	842.53'
C3	418.42'	595.92'	2°32'26\"	N77°31'39\"	413.40'
C4	370.84'	524.07'	4°02'32\"	N45°18'37\"	363.18'
C5	428.24'	898.82'	2°48'12\"	N15°32'33\"	424.58'
C6	87.44'	358.00'	1°11'45\"	S17°28'45\"	82.25'
C7	31.58'	145.00'	3°43'19\"	S12°14'58\"	63.27'
C8	64.18'	170.00'	1°22'45\"	N06°38'38\"	36.66'
C9	38.84'	170.00'	1°22'45\"	N06°38'38\"	36.66'
C10	67.69'	48.91'	7°41'56\"	H51°38'39\"	62.62'
C11	130.82'	358.00'	5°38'37\"	S54°31'02\"	130.21'
C12	93.32'	953.00'	5°38'37\"	S56°48'37\"	93.28'
C13	280.36'	853.00'	18°39'11\"	S67°28'31\"	259.55'
C14	138.14'	358.00'	22°16'08\"	S67°28'31\"	138.22'
C15	148.97'	4850.31'	1°49'55\"	N70°58'29\"	149.96'
C16	328.00'	2383.28'	7°51'07\"	S75°15'31\"	322.72'
C17	481.15'	2358.81'	11°38'16\"	S84°31'32\"	480.32'
C18	387.31'	853.00'	2°31'20\"	S86°54'40\"	384.63'
C19	144.42'	358.00'	2°10'21\"	S78°49'30\"	143.49'
C20	258.65'	224.00'	20°31'10\"	N78°21'16\"	258.26'
C21	224.21'	1218.42'	10°31'04\"	N76°03'31\"	223.69'
C22	354.22'	1295.81'	15°40'58\"	N64°22'56\"	353.61'
C23	184.09'	888.24'	24°29'36\"	N52°36'36\"	173.68'
C24	327.91'	224.00'	17°07'12\"	N89°58'16\"	323.82'
C25	216.65'	224.00'	1°23'42\"	N89°58'16\"	216.82'
C26	302.82'	1295.81'	15°40'58\"	N64°22'56\"	302.82'
C27	128.42'	224.00'	14°06'16\"	N44°55'16\"	128.02'
C28	428.00'	624.14'	35°51'59\"	N28°12'08\"	419.15'
C29	108.68'	624.14'	35°51'59\"	N28°12'08\"	108.68'
C30	4.68'	321.89'	80°1'30\"	N42°11'40\"	4.68'
C31	6.08'	268.00'	2°00'12\"	S82°38'54\"	6.08'
C32	58.65'	268.00'	2°00'12\"	N82°18'28\"	58.61'
C33	88.29'	268.00'	2°48'26\"	N83°57'55\"	88.27'
C34	192.89'	971.89'	2°50'04\"	N11°48'53\"	198.80'
C35	158.81'	373.67'	2°17'49\"	N11°48'53\"	158.12'
C36	359.81'	673.00'	30°32'30\"	N45°18'57\"	355.55'
C37	44.71'	373.67'	6°48'54\"	N26°38'34\"	44.69'
C38	213.65'	873.00'	18°08'07\"	N89°40'18\"	212.78'
C39	128.13'	873.00'	18°08'07\"	N89°40'18\"	127.87'
C40	77.34'	308.00'	14°52'34\"	S81°11'39\"	77.14'
C41	373.40'	308.00'	69°27'44\"	S51°16'03\"	350.83'
C42	33.06'	308.00'	6°09'02\"	S02°22'40\"	33.05'
C43	78.53'	308.00'	6°09'02\"	S44°37'54\"	70.69'
C44	78.53'	49.85'	90°24'38\"	N45°24'10\"	70.69'
C45	52.57'	170.00'	17°43'04\"	S08°28'23\"	52.57'
C46	63.07'	49.85'	72°23'13\"	S53°28'48\"	58.86'



MEMORANDUM

DATE: December 14, 2010

TO: Board of County Commissioners

FROM: Vicki Lucero, Development Review Team Leader

VIA: Jack Kolkmeier, Land Use Administrator
Shelley Cobau, Building and Development Services Manager
Wayne Dalton, Building and Development Services Supervisor

FILE REF.: CDRC CASE # Z 10-5360 South St. Francis Mixed-Use Subdivision

ISSUE:

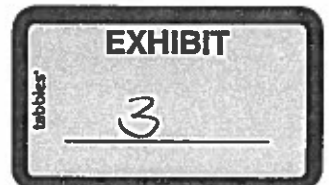
J.O.E.B. LLC. (David Gurule), Applicant, Jenkins/Gavin Design Development Inc., Agent, requests Master Plan Zoning Approval for a mixed-use subdivision (commercial, residential and community service) consisting of 22 lots on 68.94 acres with approximately 760,000 sq. ft. of structures at full build-out. The project will be completed in four phases. The property is located at the Southwest corner of I-25 and St. Francis Drive, within Section 11, Township 16 North, Range 9 East (Commission District 4).

SUMMARY:

On September 16, 2010, the CDRC met and acted on this case. The decision of the CDRC was to recommend approval of the request (Refer to Exhibit "F").

The Applicant requests Master Plan Zoning Approval for a mixed-use subdivision consisting of 22 lots with up to 760,000 sq. ft. of buildings on 68.94 acres. Uses will include a combination of office, community service, retail, warehouse and residential (refer to complete use list in Exhibit "A"). Lot sizes range in size from 1.04 acres to 2.90 acres. A 14.61 acre open space area will also be included, as well as a 3.05 acre area designated for a wastewater treatment system.

Article III, Section 4.2.1.d.2 of the County Code states "Proposed mixed-use developments are allowed to locate anywhere in the County, except that the location of any specific commercial or



industrial non-residential use area designated by such proposals shall be subject to the purposes and intent of Subsections 4.2.3 and 4.1."

Existing Conditions/ Adjacent Properties

The property is currently vacant. It is bounded on the north by the I-25 interchange, on the east by St. Francis Drive, on the south by Rabbit Road and on the west by two 3.15+ acre residential lots.

Access/Traffic

The development will have two points of access from Rabbit Road. The two points will be connected via a loop road within the property. The application was submitted to the State Department of Transportation and the County Public Works Department for review. The DOT states that they have reviewed the submitted material and have no further comments or concerns. The County Public Works Department did not have any major issues with the concepts presented in the Master Plan, however they did submit a list of conditions that must be addressed prior to Preliminary Plat & Development Plan approval (Refer to Exhibit "D").

Water

The development will be served by the County Utility via a new 12" water main line that will extend from Campo Conejos down Old Galisteo Road and along Rabbit Road to the west property line. The County Utilities Department has issued a utility service analysis letter.

Fire Protection

The development is located within the Hondo Fire District. The County Utility will also provide the water source for fire protection. The applicant is proposing fire hydrants to be placed at intervals as determined by the County Land Development Code and the County Fire Marshal's Office. This application was submitted to the County Fire Marshal for review.

Liquid and Solid Waste

The developer is proposing to construct a wastewater treatment system to serve the development, in which the treated effluent would be used for landscape irrigation. Design of the wastewater treatment facility will be subject to review and approval by the New Mexico Environment Department.

Each individual lot will install a dumpster for solid waste disposal. Solid waste will be hauled to an approved landfill by a licensed disposal service. Dumpsters will be screened by a solid wall or fence with a gate.

Terrain Management

The majority of the site contains slopes of 15% or less. There are some small areas with slopes of 15% to 30%. There are no slopes greater than 30%.

This property does not fall within a FEMA designated floodplain (FIRM Panel 0414D). The majority of the stormwater from the on-site driveway will be collected in a series of swales located in the 100-foot landscape buffer along Rabbit Road and will serve as passive irrigation for the

plantings. In addition, a portion of the stormwater within historic flow volumes will be directed into the existing drainage way. Each lot will be responsible for collecting all stormwater from impervious areas in on-site retention ponds and cisterns. Staff has determined that the terrain management element of the Application complies with Article VII, Section III (Terrain Management) of the Code at a Master Plan level.

Archeology

An archaeological survey was submitted which indicated that archaeological inventory and archival research yielded no cultural resources that require additional research or treatment. This application was sent to the State Historic Preservation Office (SHPO) for review. SHPO stated that they have no concerns with this application (Refer to Exhibit "D").

Signage & Lighting

The Applicant is proposing a monument sign at each entrance of Rabbit Road, and signage on each individual lot and on each building. A more detailed signage plan must be submitted at the time of Preliminary Development Plan. This shall include scaled drawings of sign dimensions, setbacks, design, and illumination. Staff has determined that the signage element of the Application complies with Article V, Section 5.2 (Master Plan Requirements) of the Code.

The Applicant proposes outdoor lighting at each Rabbit Road driveway access, wall mounted lights at building entrances, and bollards to illuminate pedestrian walkways on individual lots. The Applicant is to provide a more detailed lighting plan at the time of Preliminary Development Plan. This shall include statement of financial responsibility for street lighting and cut sheets. Staff has determined that the lighting element of the Application complies with Article V, Section 5.2 (Master Plan Requirements) of the Code.

Parking

Multiple use projects are required to calculate cumulative parking needs for each type of use in the project to be developed. The Applicant must address parking design requirements set forth in Article III, Section 9 (Parking Requirements), for multi-use projects. Also, the Applicant shall prove handicap spaces in compliance with ADA Standards. Staff has determined that the parking element of the Application complies with Article V, Section 5.2 (Master Plan Requirements) of the Code, and adequate parking is planned.

Open Space & Trails

A pedestrian pathway is proposed within the 100-foot landscape buffer along Rabbit Road that will connect with the Rail Trail west of the site. The Application was submitted to County Open Space & Trails for review. They have expressed concerns because there is another property between the proposed development and the Rail Trail so no connection can be made therefore, creating a pathway that leads to nowhere and will force pedestrians onto Rabbit Road which is a heavily used and dangerous road. The Applicant shall address these concerns prior to Preliminary Plat/Development Plan approval.

REQUIRED ACTION:

The BCC should review the attached material and consider the recommendation of staff and the CDRC, take action to approve, deny, approve with conditions or modifications or to table for further analysis of this request.

RECOMMENDATION:

Staff has reviewed this Application and makes the following findings to support this request: the Application satisfies the submittal requirements set forth in Article V, Section 5.2.2; the Application is comprehensive in establishing the scope of the project; the proposed Master Plan meets the criteria set forth in the Land Development Code; the Application is in accordance with Article V, Section 5.2 (Master Plan Requirements) of the County Land Development Code.

Staff recommendation and the decision of the CDRC is to recommend Master Plan Zoning approval subject to the following conditions:

1. All redlines comments must be addressed.
2. The Applicant must seek approval from the CDRC to allow the eastern driveway to exceed 500 feet.
3. The western driveway shall be constructed at phase II.
4. A TIA will be required with future phases I, II, III, and IV to ensure that offsite improvements are addressed for the development.
5. Speed change lanes and tapers are required as per the TIA.
6. Future TIA shall address St. Francis Drive/Old Galisteo Road concerns regarding the feasibility of a signal light or a round-about.
7. The Applicant shall provide turnarounds with a driving surface of a minimum of 120' diameter at all dead ends servicing internal lots.
8. Supporting documentation for the drainage calculations consistent with the requirements of the NMDOT's Drainage Design Criteria, 4th ed. and Ordinance No. 2008-10 must be submitted at Preliminary Plat/Development Plan stage.
9. Drainage control infrastructure plans with sufficient detail to define construction specifics for that infrastructure having a direct impact on NMDOT facilities shall be submitted at preliminary plat/development plan stage.
10. A map showing the complete drainage basin contributing flows to and within the site shall be submitted at preliminary plat/development plan stage in accordance with Ordinance No. 2008-10.

Staff would like to recommend one additional condition as follows:

11. In order for this development to qualify as "mixed-use" it must contain a residential component. Therefore, the first phase of the development shall have a residential element to be determined by the Applicant and the appropriate County Staff.

ATTACHMENTS:

Exhibit "A" – Developer's report
Exhibit "B" - Developer's plans
Exhibit "C" – Vicinity Map
Exhibit "D" – Reviewing Agency Responses
Exhibit "E" - Letters of Concern
Exhibit "F" – September 16, 2010, CDRC Minutes

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COMMISSIONER HOLIAN: I move for approval of CDRC case MP/PDP/DP 10-5330.

COMMISSIONER STEFANICS: Second.

CHAIRMAN MONTOYA: Motion by Commissioner Holian and second by Commissioner Stefanics.

COMMISSIONER HOLIAN: With staff conditions.

CHAIRMAN MONTOYA: With staff conditions. Any discussion?

The motion passed by unanimous [4-0] voice vote. Commissioner Vigil was not present for this action.

7. CDRC Case # Z 10-5360 St. Francis South Business Park. J.O.E.B. LLC (David Gurule), Applicant, Jenkins/Gavin Consultants, Agent Request Master Plan Zoning Approval for a Mixed Use Subdivision (Commercial, Residential And Community Service) consisting of 22 lots on 68.94 acres and approximately 760,000 square feet of buildings at full build-out. The development will be completed in four phases. The Property is located at the southwest corner of I-25 and St. Francis Drive, within Section 11, Township 16 North, Range 9 East. (Commission District 4) Vicki Lucero, Case Manager.

MS. LUCERO: Thank you, Mr. Chair. On September 16, 2010, the CDRC met and acted on this case. The decision of the CDRC was to recommend approval of the request.

The Applicant requests Master Plan Zoning Approval for a mixed-use subdivision consisting of 22 lots with up to 760,000 square feet of buildings on 68.94 acres. Uses will include a combination of office, community service, retail, warehouse and residential, for a complete use list refer to Exhibit A. Lot sizes range in size from 1.04 acres to 2.90 acres. A 14.61 acre open space area will also be included, as well as a 3.05 acre area designated for a wastewater treatment system.

Article III, Section 4.2.1.d.2 of the County Code states "Proposed mixed-use developments are allowed to locate anywhere in the County, except that the location of any specific commercial or industrial non-residential use area designated by such proposals shall be subject to the purposes and intent of Subsections 4.2.3 and 4.1."

This application was reviewed for existing conditions, adjacent properties, access, traffic, water, fire protection, liquid and solid waste, terrain management, archaeology, signage and lighting, parking, open space and trails.

Recommendation: Staff has reviewed this Application and makes the following findings to support this request: the Application satisfies the submittal requirements set forth in Article V, Section 5.2.2; the Application is comprehensive in establishing the scope of the project; the proposed Master Plan meets the criteria set forth in the Land Development Code; the Application is in accordance with Article V, Section 5.2 of the County Land

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Development Code.

Staff recommendation and the decision of the CDRC is to recommend Master Plan Zoning approval subject to the following conditions. May I enter those conditions into the record?

COMMISSIONER VIGIL: You may.

The conditions are as follows:

1. All redlines comments must be addressed.
2. The Applicant must seek approval from the CDRC to allow the eastern driveway to exceed 500 feet.
3. The western driveway shall be constructed at phase II.
4. A TIA will be required with future phases I, II, III, and IV to ensure that offsite improvements are addressed for the development.
5. Speed change lanes and tapers are required as per the TIA.
6. Future TIA shall address St. Francis Drive/Old Galisteo Road concerns regarding the feasibility of a signal light or a round-about.
7. The Applicant shall provide turnarounds with a driving surface of a minimum of 120' diameter at all dead ends servicing internal lots.
8. Supporting documentation for the drainage calculations consistent with the requirements of the NMDOT's Drainage Design Criteria, 4th ed. and Ordinance No. 2008-10 must be submitted at Preliminary Plat/Development Plan stage.
9. Drainage control infrastructure plans with sufficient detail to define construction specifics for that infrastructure having a direct impact on NMDOT facilities shall be submitted at preliminary plat/development plan stage.
10. A map showing the complete drainage basin contributing flows to and within the site shall be submitted at preliminary plat/development plan stage in accordance with Ordinance No. 2008-10.

MS. LUCERO: Thank you, Madam Chair. Staff would like to recommend one additional condition as follows:

11. In order for this development to qualify as "mixed-use" it must contain a residential component. Therefore, the first phase of the development shall have a residential element to be determined by the Applicant and the appropriate County Staff. [Condition removed at motion]

Thank you, Madam Chair and I will stand for questions.

COMMISSIONER VIGIL: Thank you. Are there any questions for Vicki? Seeing none, is the applicant here? Please, would you be sworn in. Jennifer, are you going to speak on behalf of the applicant?

[Duly sworn, Jennifer Jenkins testified as follows]

JENNIFER JENKINS: I am.

COMMISSIONER VIGIL: Does he agree to all the terms and conditions as stated by staff?

MS. JENKINS: Most of them, which we will get to.

COMMISSIONER VIGIL: Okay, please proceed.

MS. JENKINS: Thank you. Commissioners, my name is Jennifer Jenkins and

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this is Colleen Gavin. We are Jenkins Gavin Design Development and we are here this evening on behalf of the applicant, Dave Gurule and Ernie Romero and also part of our team is Mike Gomez, with Santa Fe Engineering Consultants who is our civil and traffic engineer on the project. And I'm going to keep it as brief as possible considering everybody is looking down the barrel of the holidays.

As Vicki mentioned we are requesting master plan approval for a large-scale mixed-use project at a 69-acre parcel at the southwest quadrant of St. Francis Drive and I-25. In September the CDRC recommended unanimous approval of our application. So I'm going to go ahead and approach and show you some visuals and go through just the highlights and key points on our proposal.

This here is the subject property. Again, it is just shy of 69 acres. This is I-25, the St. Francis interchange. St. Francis dead-ends into Rabbit Road. So everybody, I think, is oriented to where we are. I'm going to zoom-in, this is zoomed in on the subject property. It has actually very gentle nice gentle rolling terrain and it is in the Sustainable Land Development Plan that was recently adopted. This property has a couple of designations that I believe are pertinent to our existing request. One of which is this in Sustainable Development Area I, which is the highest priority for growth. And, secondly, this is identified as a Regional Center. Regional Center contemplates retail, employment center, mixed-uses, and things of that nature. But I would consider Regional Center kind of the highest intensity type of designation that the Sustainable Land Development Plan contemplates.

We are proposing a mixed-use subdivision. Our master plan here contemplates about 22 lots ranging in size from just over an acre to just under three acres. We show two access points off of Rabbit Road with a loop road that would serve the project and we're contemplating four phases of development starting on the east side and working our way to the west side. The project has a significant amount of open space here that is reflected in green. We are showing a 100-foot buffer from the Rabbit Road right-of-way because we have an existing neighborhood so we are very cognizant of the existing neighborhood that we part of. Our goal here is to buffer our activities as much as possible and as we move forward with design guidelines and things of that nature really keeping in mind the residential nature of this neighborhood while at the same recognizing that we're on I-25 and St. Francis Boulevard, a major arterial and an interstate which really presents fantastic opportunities from a standpoint of economic development for Santa Fe County. We have excellent access.

We have excellent visibility and at the same time over here we have an existing neighborhood so it is a wonderful site. It's a challenging site but we believe that we can do something here that really works for the County in terms of the County's own economic development goals but also is respectful of our neighbors.

One of the really wonderful features of this property is the terrain. It's very gentle. It's very easily developable but we have a natural ridge that runs right here and then the property slopes down towards I-25. So when you're standing here looking north you can't see what's over here. So as buildings are constructed whether they be office buildings or other types of uses are constructed here the terrain really provided a wonderful natural buffer for those activities that really want to relate more to I-25 in terms of visibility. And, again,

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the 100-foot buffer here in terms of preserving this existing vegetation is going to have a wonderful impact as well as the open space here and 100-foot buffer here along the I-25 right-of-way.

We also conducted two neighborhood meetings. One in August, prior to going to the CDRC and we had a second neighborhood meeting in October prior to coming to the Board of County Commissioners. We had maybe, anywhere between four and seven neighbors in attendance at each meeting. We discussed a variety of things. We talked about access. We talked about uses and we think we had a very productive dialogue and never really received what we deemed as strong objection to the concept of what we're proposing. More was looking at how we're going to handle the lighting, and how are we going to handle traffic, and how are we going to handle some of types of issues. So I think we had a really productive dialogue in those meetings.

So let's talk about the access. Again, we are proposing two access points on Rabbit Road. We submitted a traffic impact analysis that was submitted, reviewed and approved by the County's Public Works Department as well as the Department of Transportation. And, our recommendation for roadway improvements were covered there so we are proposing and I'm going to have a little drawing that I'm going to show you, that talks about the improvements to Rabbit Road that we are proposing that includes turn-lanes, medians, landscaped medians, bike lanes and things of that nature. We're also proposing a trail that gets built in this buffer that will connect to the new rail trail extension that stops right here at Rabbit Road. So we're creating a connection opportunity to that rail trail system.

As part of our first phase, we're proposing to construct just this eastern most entrance and we would have a temporary emergency turnaround here and then as we move into phase two, we will be constructing the remainder of this. So once we construct the whole thing, this eastern portion here will be limited to right-in/right-out only movements and this will become our full access.

With respect to utilities, we are proposing to extent a 12 inch county water line from Campos Conejos - are you guys familiar with the Campos Conejos Subdivision that is just south of I-25? It's off this map but it's located just over here, just south of I-25 and we would extent a 12 inch water line what is called Old Agua Fria Road to Rabbit Road to serve the project. We have been working very closely with Patricio Guerrerortiz, the Public Utilities Director, to make sure that the property can be adequately served. And we do have a statement in your packet from him to that effect.

Which respect to wastewater, Mr. Guerrerortiz would prefer, he wants to, you know, pursue something possibly with the City where we can send our effluent across the street into the existing infrastructure in Rodeo Business Park. But that is going to need, you know, we're working with him on that. But we also have an area set aside for on-site wastewater treatment and we'll be reusing all the water for irrigation on site. We are prepared to accommodate it on site if necessary but if we have an opportunity to have it taken care of municipally, then that is what we will do.

And, lastly, I would like to address the new condition that staff has requested that pertains to the phasing of the project and the request that our first phase have a residential

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component. We are extremely concerned about this condition for several reasons. First, there is not a code requirement that says a mixed-use project must have a residential component in their first phase. That's my first concern. My second concern really is about geography. The first phase of the project in this area is really the worst place to put a residential element on this property. This is closest to St. Francis Boulevard. It is one of the more prime commercial areas from a marketing standpoint. And, frankly, in this economic climate, we really believe in this project and we really believe this project is going to attract employers and is going to be really again, dovetail beautifully with the County's own economic efforts. We need flexibility to attract users. To make sure the first phase is successful and gets off the ground so that we can construct significant infrastructure to serve the project as well as this part of the County. I'm not saying there won't be a residential component in the first phase. Say there's senior housing for example. We thought this site might be beautiful facility and maybe they would love that location. We need the flexibility to negotiate with users and make sure that the project is viable and successful. So imposing that type of condition creates a restriction that can really hamper our ability to do that. I respectfully request that this project be approved without that new condition. But we are in agreement with all the other conditions that staff has requested.

COMMISSIONER ANAYA: Mr. Chair.

CHAIRMAN MONTROYA: Commissioner Anaya then Commissioner Stefanics.

COMMISSIONER ANAYA: Could you read that last condition again?

MS. LUCERO: Mr. Chair, Commissioner Anaya, it's in the staff report as condition number 11.

COMMISSIONER ANAYA: Okay, thank you.

CHAIRMAN MONTROYA: Commissioner Stefanics and then Commissioner Vigil.

COMMISSIONER STEFANICS: Thank you and this is back to the developer. I'm sorry what is your name again?

MS. JENKINS: Jennifer Jenkins.

COMMISSIONER STEFANICS: Jennifer Jenkins, thank you. At what phase would you be doing any improvements to Rabbit Road?

MS. JENKINS: In the first phase.

COMMISSIONER STEFANICS: So before you start your building in your phase one or concurrently or --

MS. JENKINS: The infrastructure will come first. So we will come in for a development plan and subdivision plat application to the County for phase one to create the lots that we're proposing and to provide all the civil drawings for the roadway and improvements on Rabbit Road, utilities and everything. That will happen first and then you'll see building permit applications for the buildings on those individual lots afterward.

COMMISSIONER STEFANICS: And, Mr. Chair, have you done a traffic study on the amount of traffic on Rabbit Road currently?

MS. JENKINS: Yes, we absolutely have and Mike Gomez speak specifically to the existing traffic on Rabbit Road and the significant improvements that we're proposing

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to mitigate the additional traffic that we will be adding.

COMMISSIONER STEFANICS: The current Rabbit Road does need major improvement so I'm very interested in Rabbit Road being improved. I do know that more people every week are starting to use that as a venue. I just am interested that we not – as people get used to a thoroughfare if it's blocked for construction then it's going to upset some people.

MS. JENKINS: We will have traffic control plan, nothing that we're doing will absolutely block traffic. We will always be permitting traffic to move through. There may be some days that it's a little slower than others but we will not be absolutely blocking traffic. We actually can't. We will be making sure that there are lanes of passage while we're working on this side we'll divert all the traffic to this side, and when we're on this side we'll divert to this side. There will be a full traffic control plan that will be submitted for approval by the Public Works Department.

COMMISSIONER STEFANICS: And the other question I have is what type of residence were you going to build, eventually?

MS. JENKINS: You know, what we're believing that this site would be appropriate for this site, we're not envisioning large single-family semi-rural lots. We do not believe adjacent to I-25 that this is an appropriate use. We think in combination of this mixed-use environment of office buildings and other types of employments, again, I think senior center – a senior housing facility I think could be a really good use. Possibly live-work, some higher density residential. Those are the types of uses as we are talking to the market and talking to potential users, those are the types of users that have expressed interest up to now.

COMMISSIONER STEFANICS: And, Mr. Chair, what phase were you intending to put the residential in?

MS. JENKINS: You know we aren't going to build it ourselves. It's going to be marketing those end-users to come and purchase lots and build that. But based upon my understanding of the site and my understanding of the market, I think you could see residential in phase two and we could see it in phase one. It's a tough thing to predict right now but I think it's very likely that we could see some residential uses in phase two.

COMMISSIONER STEFANICS: Thank you, Mr. Chair.

CHAIRMAN MONTROYA: Commissioner Holian and then Commissioner Vigil.

COMMISSIONER HOLIAN: Thank you. Do the developers have a track record in mixed-use development?

MS. JENKINS: The owners of the property have a long track record of different types of real estate ventures here in Santa Fe. I can't speak directly to mixed-use but they are not the actual users so we are looking at people coming in and owning their lot and building their facility in accordance with the master plan and the approvals and the entitlements that we receive. And so they are not actually going to be doing the sticks and bricks.

COMMISSIONER HOLIAN: I see. So how many lots do you anticipate

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creating in phase one?

MS. JENKINS: In phase one, I believe it's five. And one of the reasons that we have the lot layout right now the way we do is that it allows flexibility. For example, it is six lots, so phase one is six lots right here. What these six lots allow us to do, for example in these lots right here it's a little over two acres. We could have the user say I really like this right here and I want to put my company's headquarters here but I need two acres. All we have to do is consolidate these. It allows for that type of flexibility. At the end of the day, do I think that we're going to have 22 different facilities out here? No, I do not. I think it's going to be a lot less.

COMMISSIONER HOLIAN: Okay, thank you. Do you know that, are you aware of that on the side of Rabbit Road there is a property that has a whole lot of junk cars on it?

MS. JENKINS: Yes.

COMMISSIONER HOLIAN: Have you been in contact with that owner?

MS. JENKINS: You know I have not. Mr. Gurule lives in the neighborhood across the street, actually, and he knows his neighbors really well and I don't know – have you had any communications? [Mr. Gurule nods in the negative.] No we haven't.

COMMISSIONER HOLIAN: We have been trying to work with him to have a lot of the cars removed but it's a slow process. I don't know that we can guarantee that they're going to be off –

MS. JENKINS: We understand and as I said it's the existing local color.

COMMISSIONER HOLIAN: I also wanted to ask you, you had mentioned that there's a pedestrian pathway where people could get to the rail trail and it goes through a couple of private property lots and I wonder if there's been any progress made with talking to the owners of those lots?

MS. JENKINS: I'm so glad you asked that question. Let me show you this first, what we are proposing, this is the adjacent property here. We are actually not proposing to put the trail on private property. There's a really generous shoulder of the Rabbit Road public right-of-way that will easily accommodate. The trail that will be on our property through the open space here and then we'll just divert it down; it'll be a little bit closer to the road just for that short stretch. And you can see here, this is a section of what Rabbit Road will look like after our improvements progress. So you can see we have the landscaped median in the center, we have the driveway on the edge and here we have a 14-foot corridor, essentially, adjacent right on the frontage of that lot next door to accommodate that little stretch of trail. So we're not infringing on any private property.

COMMISSIONER HOLIAN: Okay, terrific. And then I have one final question. Well, first of all I'll make a comment that I actually like the idea of having a wastewater treatment facility on the property because then you can reuse the water so actually that would be my preference. In any event, what kind of wastewater treatment facility; have you done any research on that?

MS. JENKINS: You know we have done some research just to make sure that we have the appropriate amount of land area set aside to accommodate it. That was our primary concern at the master plan stage. So we'll be definitely looking at a fairly intensive

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treatment, advanced treatment plant so we can get the water to irrigable standards.

COMMISSIONER HOLIAN: Great, thank you very much.

MS. JENKINS: You're welcome.

CHAIRMAN MONTOYA: Commissioner Vigil.

COMMISSIONER VIGIL: Vicki, this is for you. Was there a compelling reason or an ordinance that you needed to cite for the purposes of recommending the residential component in phase one?

MS. LUCERO: Mr. Chair, Commissioner Vigil, staff's concern was basically that this was proposed as a mixed-use development which means that there's a residential and a commercial component to it. And mixed-use developments are allowed to locate anywhere in the County. We were concerned that if the project, if phase one got built out with strictly commercial and for some reason the rest of the project never got built-out then we would be stuck with a commercial development which is not allowed in this area. Strictly commercial is not allowed in this location of the County so that was our concern and the reasoning for that condition.

COMMISSIONER VIGIL: Thank you, Vicki and thank you, Mr. Chair.

CHAIRMAN MONTOYA: All right. Any other questions? Commissioner Stefanics.

COMMISSIONER STEFANICS: Thank you, Mr. Chair. I just remembered something else as you were talking about Rabbit Road. Have you - I noticed that you have consulted with the DOT, did you, in fact, review the 25 year plan that the Metropolitan Planning Organization just approved as it relates to the I-25 and the St. Francis improvements.

MS. JENKINS: You know I am familiar with that plan but honestly, Mr. Chair, Commissioner Stefanics, I have not read it thoroughly.

COMMISSIONER STEFANICS: Well, you might want to get in touch with either Mark Tippets or Keith Wilson to actually identify what portions of our plan that we have put forward to the federal government as projects for the next 25 years and there is quite a bit of work that is going to be done to St. Francis.

MS. JENKINS: Thank you. I was actually aware of the improvements being proposed at the interchange and when we were interfacing with the DOT that did come up in our dialogue with them.

COMMISSIONER STEFANICS: Okay, thank you.

CHAIRMAN MONTOYA: Any other questions? I'd like to open this up for a public hearing. If there is anyone who would like to speak on this case, please come forward.

[Duly sworn, Baron Wolman, testified as follows]

BARON WOLMAN: Mr. Chair, Commissioners, I'm Baron Wolman. I live in a small-scale development across from what the proponents are calling a large-scale mixed-use development. Five minutes from my house, our houses, are two gas stations, two mini-marts, and two fast food restaurants. Five minutes from our developments is the big development on Zia Road with Albertson's and Walgreen's and all that stuff.

A large mixed-use development in our small-scale development, most of - the entire

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area is small-scale development with single-family homes everywhere; it's going to have a huge impact on us. There's just no way around it. We're going to see it. We're going to hear it. We're going to feel it. We don't need for example things like mini-marts. We don't need any more gas stations. We don't need a truck stop. In fact, I don't even know why we need office buildings because I went across I-25 and looked at all the office buildings over there and there's unbelievable amounts of space for rent and lease. So I don't understand the need for this development actually. And, actually, I don't really like the development but I understand that people own property and they can develop it.

I don't understand how the neighborhood itself is going to benefit from this development. There is nothing that they're proposing that they're proposing that they're going to put in there that we need or that we would use. We don't need a senior citizen center. We don't need. We don't need – I don't know what the homes are going to be like, what the residential area is going to be like but I assume it's going to be apartment and things like that and that totally changes the nature of our entire neighborhood. And those of you who have been there, you know. I don't see it's actually going to benefit Santa Fe at all other than the tax income and things like that. It just doesn't feel right. This whole development is so massive in the face of such small scale living that I'm – it just doesn't feel right. And I'm – I don't see the need for it.

The one thing that I'm puzzled about is that the applicant is saying we're not going to do anything here. We're not going to build anything here. We're just going to sell it off. So where is there involvement? Where is their part for something that is going to affect so many of us so greatly? They're just going to sell it to anonymous buyers and that doesn't feel right either.

I don't know on balanced needs and I wrote a letter already that says I'm not really in favor of this development as they have described it. I just have to say it doesn't feel right. It just doesn't feel right. Thank you.

CHAIRMAN MONTROYA: Thank you. Anyone else like to come forward to speak on this case please come forward, be sworn in and state your name and address.

[Duly sworn, Sam Hitt, testified as follows]

SAM HITT: My name is Sam Hitt and I live at 48 Old Galisteo Way about a mile from the proposed development.

I have several concerns. Let me just start with the trail. Staff report says that this is a pathway that leads to nowhere. And that the trail would force people to use quote the heavily used and dangerous Rabbit Road. So if you have the map in your packet then perhaps you can see that when the trail gets toward the rail trail it's forced into the shoulder of Rabbit Road. That is heavily used now and of course will be more heavily used in the future. So, I'm concerned that if this – I think you should make a condition of your approval if that's what you want to do tonight, that an easement would be required through those private properties so there could be actual safe connection to the rail trail from this proposed trail.

I think that I have some similar concerns of Mr. Wolman. I think a lot of the neighbors where I live are familiar with the business park that's on Rodeo Road and we like the unified look there. The proposed development being sold off piece by piece in various phases will not have that. I'm not sure what authority you have to require the developer to

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have a unified architectural look to the property but we think that would be a very good idea.

I'm just not familiar with why the density can be so great where the lots can go down to just over one acre for example. But it certainly seems too dense to us. We would like to see more open space. Right now there's about 25 percent of the land as open space. We'd like to see perhaps 50 percent.

Also, water use that was not discussed, but in the staff report and in the materials that I reviewed a figure of 40 acre-feet per-year was mentioned as possible use. That seems excessive so I think approval should be granted on the condition that businesses that are low water users use the property.

Also, I understand that the study has not been done. The geohydrology study has not been done and that is a code requirement and I think that should be done before approval.

This is going to be a big development. It's going to change our neighborhood a great deal. It's going to increase traffic tremendously. We would like to see in the spirit of the Sustainable Growth Management Plan that local businesses be favored in the property. Again, I don't know what authority you would have to require that but that would certainly make it better in our eyes.

On the question about the condition of residential use, it's just a bit confusing to me because in the Sustainable Growth Management Plan the area is designated mixed-use non-residential and as a regional source. Mixed-use non-residential what does that mean? That to me, means that there's not residential as part of the mixed-use and perhaps I'm just not reading things right but I don't understand that problem. I think that's about it. Thank you very much.

CHAIRMAN MONTROYA: Thank you. Please come forward, next.

[Duly sworn, Shawn Sweeney, testified as follows]

SHAWN SWEENEY: Mr. Chair, my name is Shawn Sweeney and my address is 214 Rabbit Road. I also represent my parents, Ed and Frances Sweeney at 216 Rabbit Road. Rabbit Road as what it is now. It's been Route 3, Route 7, Route 9 over the years that the County has changed it.

We have seen a lot of change in the decades that we have lived there and I would like to say that I have found the developers to be listening people. They have indeed answered my questions when I've put forward to them.

I would like the Commissioners to consider the chickens, pigs, sheep, horses, goats – the very rural lifestyle that we lead facing this development. I appreciate that the developer has put a 100-foot greenbelt between Rabbit Road and the start of the development. But, unfortunately, if you look at the plat lots I believe, 15, 19 and 20 are not helped by what the developer described as favorable geography. They face us directly.

When you hear words like "regional center" and "high-intensity" we do realize that there will be change but again I would like to ask the Commissioners to keep in mind the rural nature of the area being developed and the residential nature. Thank you.

CHAIRMAN MONTROYA: Thank you. Come on forward.

[Duly sworn, Don DeVito testified as follows]

DON DEVITO: Hi, my name is Don DeVito and I want to take this opportunity to thank the Commissioners for approving the rail trail area in Rabbit Road. It's

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been a huge benefit to the community and I really would encourage continued improvement of that rail trail as a community asset.

I live right across the street from the proposed development and I also work as a real estate broker so I try and walk the line of what is good land use and good development while maintaining and respecting what's already there. And what you're looking at here if you go to your maps, you're creating a commercial use bulge if you will into a rural residential area. That's fine. That's change and we can learn to live with that provided it's planned accordingly.

What I would favor, what I can live with, is something that earlier commented on where you've got some continuity which what's already across I-25 in the Rodeo Road Business Park. I-25 has always been a natural demarcation. South of I-25 was rural residential, 2.5 acre lots, horses, donkeys, chickens, mobile homes and custom homes. With this development now we're headed into a new frontier, if you will, where you're extending that commercial development across I-25 into what historically has been rural residential. They're opposed that but I ask that you think carefully about the conditional uses. And what I would not like to see are things like gas stations, retail or anything of a 24/7 nature. So I land on what's a compromise? Professional offices, churches, schools, maybe a community center just something that is not there 24/7. That's all I really have to say. Thank you for your consideration.

CHAIRMAN MONTROYA: Anyone else like to speak on this application.

[Duly sworn, Ernie Romero, testified as follows]

ERNIE ROMERO: Mr. Chair, members of the Commission, my name is Ernie Romero. I live at 35 Camino Monte Feliz in Santa Fe. And I wasn't planning on speaking because there are other people here who can speak on the specifics of this project a lot better than I can.

I just wanted to make a comment that when we first got the opportunity to look at this project it had a great amount of appeal to me. I've been here all my life. But to be involved in a viable commercial mixed-use project in the County was pretty interesting me because I've always seen all of that happen in the City where the City benefits from all of the gross receipts taxes and so forth and yet the County provides a lot of the housing which doesn't – but you don't get the benefit of the gross receipts taxes to support what you have to do here. So a project in the County that's viable is very appealing to me.

There are other mixed-use projects in the County but nothing that is so obvious that a mixed-use commercial development could take place. Because of its frontage along I-25 and St. Francis Drive. I really am proud to be part of a project that can provide jobs and economic opportunity to the citizens of Santa Fe County and people that live there and work there we're all the same. We're all just part of the greater Santa Fe area.

There's been some statements that all we would do is get it zoned and get the infrastructure in and start selling off parcels. That's not entirely true. You know, we'll be looking at doing some build-to-suit. We'll be looking at possibly moving our office there. We would do joint ventures with people. We have a track record. I've been in this business for 25 years and I have many projects under my belt in Santa Fe, Albuquerque, and in all of our neighboring states. We're here and we're here to stay. I just want to say that this will be

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a good project and we really appreciate your consideration.

CHAIRMAN MONTTOYA: Thank you. Anyone else wish to speak on this application? Okay, the public hearing is closed. Final comments.

MS. JENKINS: Just a few final comments. I just want to address a couple of things really quickly. I really appreciate the comments made about what – about maintaining some architectural integrity and continuity in the project. That's absolutely our vision as well. So as we move forward with our first phase, we will be developing design standards. We'll have CC&Rs that will have architectural standards and we will possibly have different standards depending on which lot a facility is being constructed. Depending on how visible is that lot from the people across the street. That's one of the things that we're looking at. So strict architectural standards, we absolutely believe in that and I'm really glad that Mr. Romero addressed their involvement. And Rodeo Business Park across the street, we do see that to some degree as a model. As a matter of fact, this property used to be owned by the original developers of Rodeo Business Park and Rodeo Business Park has developed well over the years but all of those parcels are individually owned. All of those facilities were built by the users of those parcels and so that pattern of development there is really seen as a model for what we're doing but we want to do it better. We want to have that mixed-use component that we think is really important especially as part of this existing neighborhood.

I think that's all I have now. I'll be happy to stand for any questions.

CHAIRMAN MONTTOYA: Commissioner Holian.

COMMISSIONER HOLIAN: Jennifer, would you be willing to take all 24/7 businesses off the use list?

MS. JENKINS: You know what my preference would be and I appreciate the concerns about that, and my preference would be to address that when we come in for our first phase because the marketing effort in terms of the types of users and the types of facilities that we may be attracting that's really going to kick off assuming that we receive our entitlement this evening. So we'll be in a better position to respond to that once we are coming in with our first phase and say these are the users and really see if that is even – I don't think that that is going to be an issue frankly based on this site. But I would just ask for the opportunity to address that specifically when we come in with our first phase.

COMMISSIONER HOLIAN: And, another condition, well I don't know if this is a condition so much as just asking you to at least look into whether you could put the trail across the properties next door?

MS. JENKINS: We would be happy to reach out to that property owner. You know, it's only about 260 feet. It's a very short stretch and I appreciate the concerns about safety. We would be happy to reach out to that landowner and see if they are open or willing. I do know that it gets to be kind of a liability issue for an independent – for just a person who owns their home and lot there to have a public trail on their property. And if I owned that house that would be my primary concern. But I can tell you that we will absolutely reach out to that landowner and see if we can possibly come to an arrange with them.

CHAIRMAN MONTTOYA: Commissioner Vigil.

COMMISSIONER VIGIL: Thanks. I have a question for clarification purposes from staff and Vicki this might be for you but Jennifer I'll probably ask you some

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too. With regard to the request that's before us, it's for master plan specifically; correct.

MS. LUCERO: That's correct.

COMMISSIONER VIGIL: But this project is going to be phased in. Does that mean that each phase will come to us for preliminary and final?

MS. LUCERO: Mr. Chair and Commissioner Vigil, each phase will be coming back to the Board for preliminary and final plat approval which is actually subdividing the lot. The development plan for actually constructing the commercial or residential buildings on the site will just go to CDRC. But for plat approval it will come back to the Board for each phase.

COMMISSIONER VIGIL: Okay. The architectural integrity that wants to be protected by the agent, is that something that we would have to put as a condition of approval in master plan or can it be done in preliminary?

MS. LUCERO: Mr. Chair and Commissioner Vigil, it should be – when they make application for preliminary they'll have to support any kind of restrictive covenants that they plan on having and at that point they'll address any architectural standards that they see appropriate. If there's something at that point that the Commissioners would like to add, I think that that would be the more appropriate time.

COMMISSIONER VIGIL: The other question is more a technical question. How close is this property to the contiguous requirement for annexation with the City do you know?

MS. LUCERO: Mr. Chair, Commissioner Vigil, I do not know the answer to that. I don't know if Jennifer does.

MS. JENKINS: I-25 right-of-way was annexed as part of the phase one annexation so we are directly adjacent. But this property is subject to the 20-year limitation on annexation per the settlement agreement from May of 2008.

COMMISSIONER VIGIL: So it's in phase three or something?

MS. JENKINS: No, this property cannot be annexed. It is not part of the presumptive City limits. This is County property and it is not even eligible for consideration of annexation for 20 years, actually 18 now.

COMMISSIONER VIGIL: Okay, thanks for clarifying that, Jennifer. I have no further questions.

CHAIRMAN MONTTOYA: Okay, the public hearing is closed.
Commissioner Holian.

COMMISSIONER HOLIAN: Mr. Chair, I would like to move for approval of CDRC Case Z 10-5360 with staff conditions but removing number 11. Also, I would just like to urge you to investigate whether you can get an easement across the neighboring property for the trail – I won't put that as a condition. And, also, to work on for the preliminary plat phase to work on covenants that provide a uniform architectural look for the property. And, also, to be favorable towards local businesses.

COMMISSIONER ANAYA: Second.

CHAIRMAN MONTTOYA: Okay, motion by Commissioner Holian and second by Commissioner Anaya. Any other discussion?

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The motion passed by [5-0] voice vote.

COMMISSIONER VIGIL: Clarification, Mr. Chair. Were those conditions of approval?

COMMISSIONER HOLIAN: No. I wasn't really adding them as conditions it was more of requests.

COMMISSIONER VIGIL: Okay, so those conditions can be addressed at preliminary. Thank you.

CHAIRMAN MONTTOYA: We're going to move to item 11.

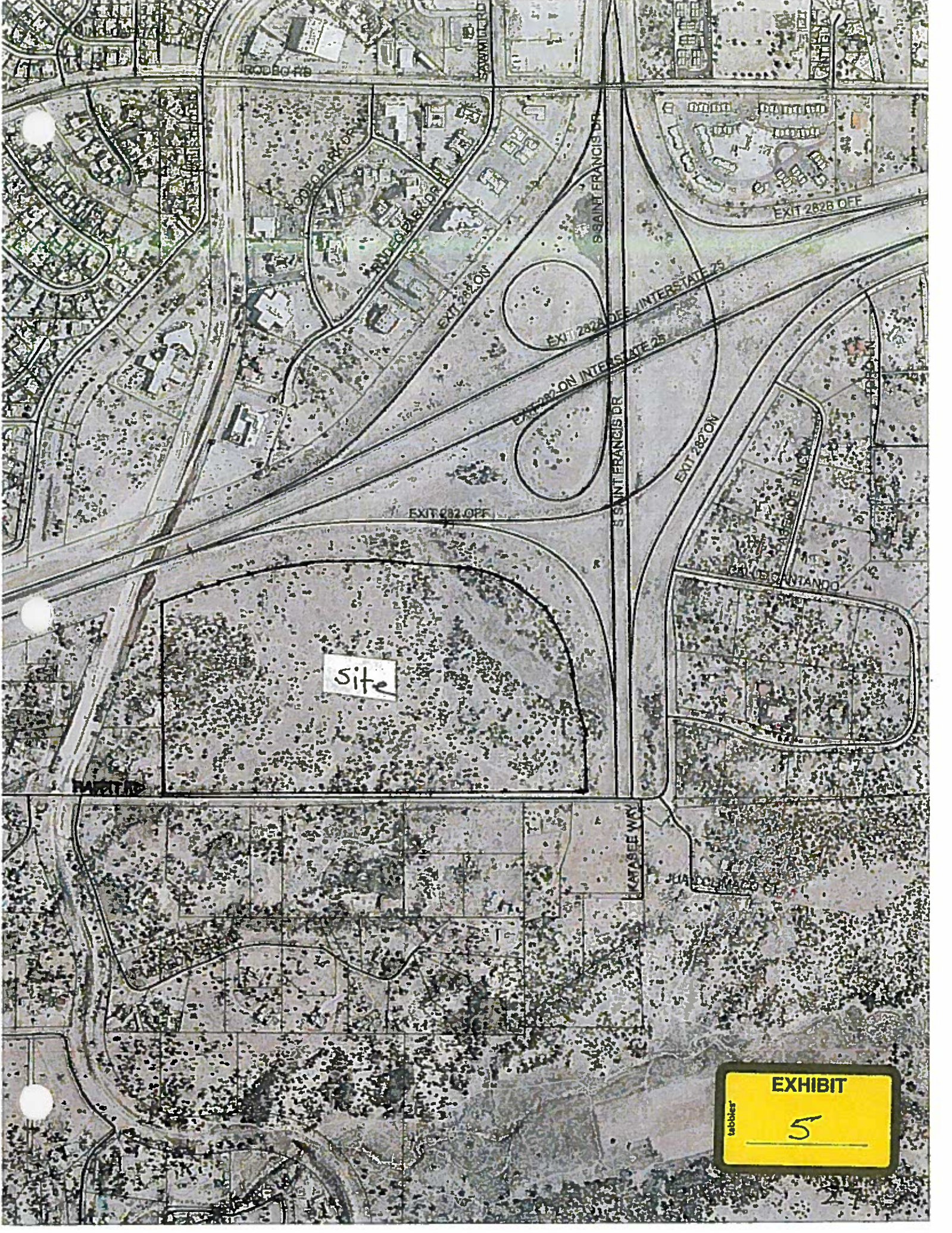
11. CDRC Case # Z/DP 09-3132 PNM Caja del Rio Substation. Public Service Company of New Mexico "PNM" (Jeanette Yardman), Applicant, Requests Master Plan Zoning/Preliminary and Final Development Plan approval for the construction of the Caja del Rio Substation on 2.4 acres. The substation is needed to serve the City of Santa Fe/Santa Fe County Buckman Direct Diversion Water Pumping and Treatment Facilities, and future growth in the area. The project will consist of the substation, installation of two tap structures approximately 45 feet in height, and an interconnection with PNM's existing 115k V transmission line. The property is located at 11 W. Caja del Oro Grant Rd., within Section 22, Township 17 North, Range 8 East (Commission District 2). Wayne Dalton, Case Manger

CHAIRMAN MONTTOYA: I'll ask Steve Ross for some comments on this case.

MR. ROSS: Mr. Chair, I think we're going to ask for this case to be tabled for a month to allow us to work out some arrangements that began yesterday. Mr. Leyba who is a member of the community that's affected by the proposed substation there on Caja del Rio and County Road 62 has proposed an interesting suggestion yesterday which we are working on with PNM and the Buckman Direct Diversion Board. The suggestion is this, that the proposed substation be moved from its current proposed location at Caja de Rio and County Road 62 west down County Road 62 about 1,500 feet, 500 yards, which would put it below a rise that exists in the natural topography over there closer to the landfill and hopefully mostly out of sight for the community as it has been concerned about the effects of the substation on their neighborhood.

There are a number of technical issues that still need to be resolved. One is that we need to verify that the City actually owns the property where the station would be moved to. Remember, the proposed substation is going to be located on City property. There's maybe some technical issues that need to be worked out. They need to take a long at a new site, select a new site, and do the engineering on that site plus they would need to amend their application so that it can be brought back to you next month with a new location specified and all the other necessary details. Plus, they need to look at the cost for purposes of

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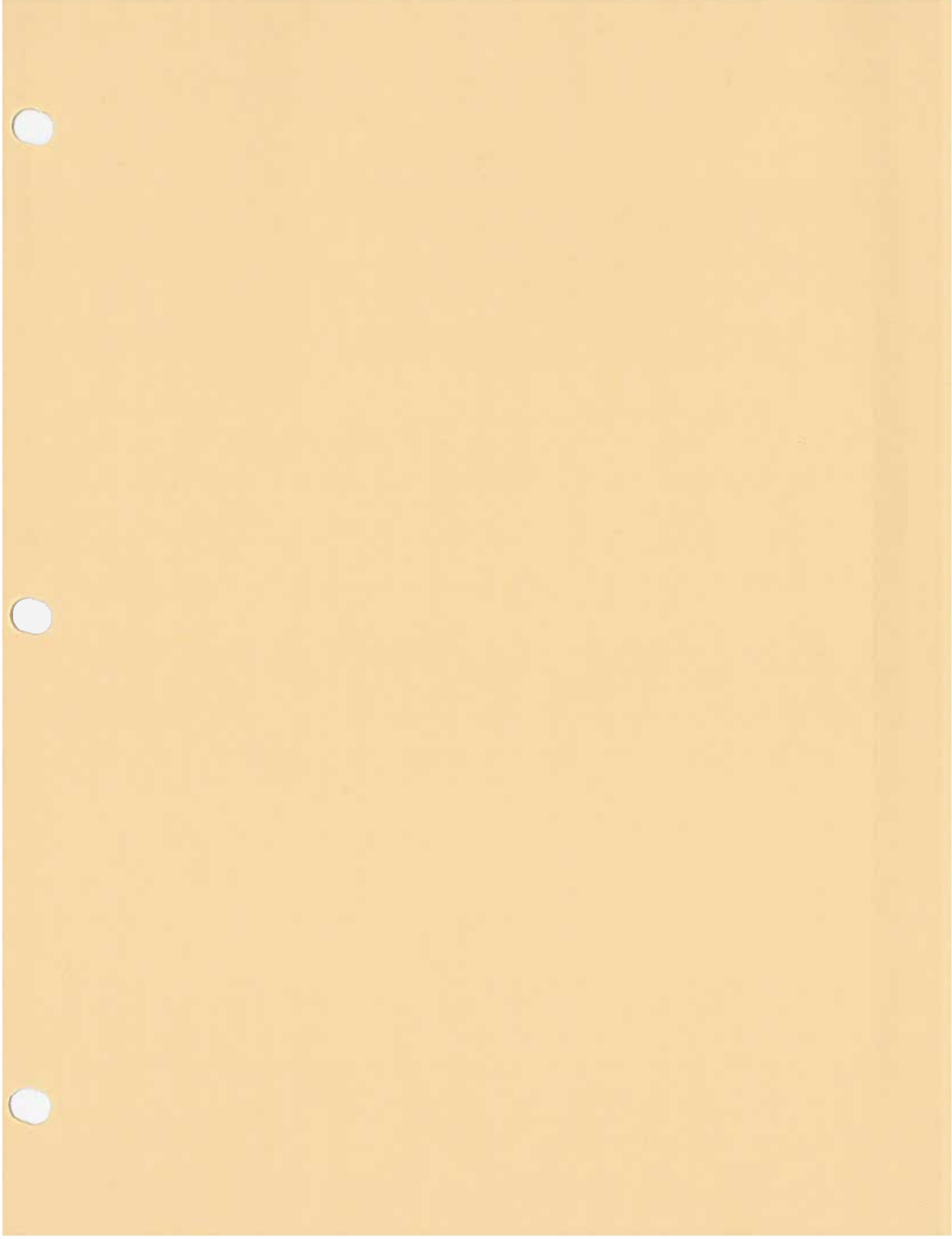


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EXHIBIT

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NO PACKET MATERIAL FOR THIS ITEM

8. Concluding Business

a. Announcements

b. Adjournment

